

BOOK PAGE
630 2058

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED-CERTIFIED ON
02/28/2008 01:00PM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 45
AMOUNT DUE: \$243.00

Clerk:
36383890980000 517278

RECORDING MEMORANDUM

Instrument: Linden Heights Townhomes
Restatement of Declaration of Covenants, Conditions
and Restrictions

Grantor: Lot Owners of Linden Heights Townhomes
5842 Prince George Court
St. Louis, MO 63139

Grantee: Linden Heights Townhome Association
5842 Prince George Court
St. Louis, MO 63139

Date: FEBRUARY 28, 2008

Legal Description: "Declaration of Covenants, Conditions and Restrictions for Linden
Heights Townhomes" recorded in Book 630, Page 2058 of the
records of the City of St. Louis, Missouri (Exhibit "A" attached
hereto)

County: St. Louis City, Missouri

Return to: Mr. Marvin J. Nodiff, Esq.
Law Office of Marvin J. Nodiff, P.C.
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989

**RESTATEMENT
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LINDEN HEIGHTS TOWNHOMES
CITY OF ST. LOUIS, MISSOURI**

**RESTATEMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LINDEN HEIGHTS TOWNHOMES**

THIS RESTATEMENT OF DECLARATION of Covenants, Conditions and Restrictions for Linden Heights Townhomes is made by the Lot Owners as Members of The Linden Heights Townhome Association, a Missouri nonprofit corporation ("Association"), this 6th day of FEBRUARY, 2008.

WHEREAS, Linden Heights Townhomes ("Subdivision") was created under the "Declaration of Covenants, Conditions and Restrictions for Linden Heights Townhomes" dated September 28, 1987 in Book 630, Page 2058 of the records of the City of St. Louis, Missouri, as may be amended ("Original Declaration"); and

WHEREAS, certain real property situated in the City of St. Louis, Missouri, as described in the Plat of Linden Heights Townhomes as recorded in Plat Book 57, Pages 31-32 of the records of the City of St. Louis, Missouri ("Plat") is subject to the Original Declaration; and

WHEREAS, the real property subjected to the Original Declaration is more particularly described in the Plat and Exhibit "A" of the Original Declaration and incorporated by reference herein; and

WHEREAS, Article IX, Section 3 of the Original Declaration authorizes the Owners to amend the Original Declaration after the initial twenty (20) years by instrument signed by seventy-five percent (75%) of the Owners of the Lots subject thereto; and

WHEREAS, all Owners of Lots in the Subdivision are Members of the Association; the Association is organized as a Missouri nonprofit corporation; and

WHEREAS, the Owners, as Members of the Association, desire to amend the Original Declaration, as more particularly set forth herein below.

NOW THEREFORE, the Original Declaration is hereby superseded and this Restatement of Declaration of Covenants, Conditions and Restrictions for Linden Heights Townhomes is adopted in lieu thereof, and all properties within the Plat and Exhibit "A" attached hereto shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained in this Restatement of Declaration which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

TABLE OF CONTENTS

	<u>Page</u>
PART ONE: INTRODUCTION	1
Article I	
Definitions	1
1.1 Association	1
1.2 Board of Directors or Board	1
1.3 By-Laws	1
1.4 Common Expenses	1
1.5 Common Ground	1
1.6 Declaration	1
1.7 Documents or Governing Documents	1
1.8 Dwelling	1
1.9 Lot	1
1.10 Member	2
1.11 Member in Good Standing.....	2
1.12 Nonprofit Corporation Act or NPCA	2
1.13 Ordinance	2
1.14 Original Declaration	2
1.15 Owner	2
1.16 Person	2
1.17 Plat	2
1.18 Property	2
1.19 Rules	2
1.20 Security Interest.....	2
1.21 Subdivision or Linden Heights Townhomes Subdivision	2
 PART TWO: COMMUNITY GOVERNANCE	 3
Article II	
Location, Lots, Boundaries, Allocated Interests	3
2.1 Location	3
2.2 Number of Lots	3
2.3 Separate Taxation	3
2.4 Subdividing, Converting and Relocating Lot Boundaries	3
2.5 City of St. Louis	3
 Article III	
Association	3
3.1 Creation, Name	3
3.2 Membership	4
3.3 Management	4
3.4 Authority	4
3.5 Board of Directors	4

3.6	Indemnification	4
3.7	By-Laws	5
Article IV	Association Powers and Duties	5
4.1	Budgets	5
4.2	Maintenance	5
4.3	Manager	5
4.4	Utility Easements	6
4.5	Contracting	6
4.6	Rulemaking	6
4.7	Standing	6
4.8	Penalties	6
4.9	Neglected Lots and Dwellings	6
4.10	Administrative Charges	7
4.11	Insurance	7
4.12	Borrowing	7
4.13	Trash and Recycling	7
4.14	Community Activities	7
4.15	Enforcement of Restrictions	7
4.16	Interpretation	7
4.17	Limitations on Board	7
4.18	General	8
PART THREE: PROPERTY RIGHTS AND RESPONSIBILITIES		8
Article V	Allocated Interests.....	8
5.1	Common Ground	8
5.2	Common Expense Liability	8
5.3	Votes in the Association	8
Article VI	Maintenance Responsibilities	8
6.1	Association Responsibilities	8
6.2	Owner Responsibilities	9
6.3	Common Walls	9
6.4	Failure to Maintain	10
Article VII	Easements.....	10
7.1	Easement Appurtenant	10
7.2	Easements in Gross	10
7.3	Driveway, Walkway and Utility Easement	10
7.4	Effect of Easements	10

PART FOUR: FINANCIAL MATTERS..... 11

Article VIII Budgets and Assessments..... 11

 8.1 Authority; Covenant to Pay 11

 8.2 Common Expenses Attributable to Fewer than all Lots 11

 8.3 Preparation of Budget 11

 8.4 Ratification of Budget 12

 8.5 Budget Adjustments; Special Assessments 12

 8.6 Certificate of Payment 12

 8.7 Payment Schedule 12

 8.8 Accounting 13

Article IX Collection Authority..... 13

 9.1 No Waiver of Liability 13

 9.2 Interest and Late Fees 13

 9.3 Acceleration..... 13

 9.4 Lien for Assessments 13

 9.5 Costs and Fees 14

 9.6 Enforcement 14

 9.7 Exemptions 14

Article X Mortgage Provisions 14

 10.1 Right to Grant Security Interest 14

 10.2 Notice of Actions 14

 10.3 No Priority 15

 10.4 Notice to Association 15

 10.5 Right to Cure Default 15

PART FIVE: RESTRICTIONS ON USE; LEASING; DESIGN REVIEW 15

Article XI Use Restrictions 15

 11.1 Use and Occupancy 16

 11.2 Obstructions 16

 11.3 Pets and Animals 16

 11.4 Nuisances 16

 11.5 Commercial Use 16

 11.6 Parking, Trucks, Boats, Etc. 17

 11.7 Vehicular Sight Lines 17

 11.8 Signs 17

 11.9 Satellite dishes, Antennas 18

 11.10 Utility and Drainage Easements 18

 11.11 Hazardous Materials 19

 11.12 Grills 19

11.13	Temporary Structures	19
Article XII	Restrictions on Leasing, Regulation of Leases	19
12.1	Restrictions on Leasing	19
12.2	Regulations of Leases	20
12.3	Waiver	21
12.4	Local Government Inspection, Occupancy Permit.....	21
12.5	Remedies	21
Article XIII	Design Review and Architectural Covenants	21
13.1	Design Review Committee: Membership; Functions	22
13.2	New Construction, Alteration, Application to ARC	24
13.3	Review Standards	25
13.4	Application Fees, Security for Performance; Damage	25
13.5	Appeals	26
PART SIX: CHANGES AFFECTING THE COMMUNITY		26
Article XIV	Common Ground	26
14.1	Change in Use of Common Ground	26
14.2	Conveyance of Common Ground	26
Article XV	Changes in Governance.....	26
15.1	Master Association	26
15.2	Merger and Consolidation	26
15.3	Improvement District.....	26
Article XVI	Condemnation, Termination	26
16.1	Condemnation	26
16.2	Termination of Subdivision	27
Article XVII	Relief and Remedies	27
17.1	Relief, Attorney's Fees	27
17.2	Board Discretion in Enforcement	28
17.3	Alternative Dispute Resolution	28
Article XVIII	Amendments to Governing Documents	29
18.1	Declaration: General	29
18.2	By-Laws	29
18.3	Execution of Amendments.....	30
18.4	Board Amendments	30

Article XIX	General Provisions	30
19.1	Validity	30
19.2	Construction	30
19.3	Persons Bound by the Documents	30
19.4	Term	31
19.5	Effective Date	31
19.6	Applicability	31
19.7	Authorization	31
Exhibit A	Legal Description of Subdivision Property	
Exhibit B	Owners' Signatures	

PART ONE: INTRODUCTION

ARTICLE I DEFINITIONS

1.1 **“Association”** means Linden Heights Townhome Association, its successors and assigns.

1.2 **“Board of Directors”** or **“Board”** means the body designated to act on behalf of the Association.

1.3 **“By-Laws”** means the By-Laws of the Association and any amendments.

1.4 **“Common Expenses”** means expenses or financial liabilities of the Association, including: (a) expenses of administration, maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (b) expenses relating to implementation and enforcement of the Governing Documents; (c) expenses declared to be Common Expenses by this Declaration; (d) expenses agreed upon as Common Expenses by the Association; and (e) such reasonable reserves as may be established by the Association.

1.5 **“Common Ground”** means all portions of the Subdivision other than the Lots including the streets, green space, drainage channels, easements, recreation facilities, community facilities, parking areas, retention walls, and other improvements thereon, and common properties depicted on the Plat and/or held by the Association, which shall be held and operated for the common use and enjoyment of the Owners. The Common Ground may be referred to as “Common Area” on the Plat and in the Original Declaration. “Common Ground” includes easements depicted on the Plat, including the Walkway and Utility Easement Area, Parking Easement Area, Road and Driveway Easement Area, and Refuse Storage Easement Area.

1.6 **“Declaration”** means this instrument, as may be amended.

1.7 **“Documents”** or **“Governing Documents”** means this Declaration, Plat, Articles of Incorporation, By-Laws, and Rules, and any amendments.

1.8 **“Dwelling”** means any building on a Lot depicted on the Plat designed and intended for independent residential use.

1.9 **“Lot”** means a separate parcel of land, including a Dwelling and other improvements thereon, the location and dimensions of which are depicted on the Plat.

1.10 “**Member**” means the record Owner of a Lot in the Subdivision.

1.11 “**Member in Good Standing**” means a Member who is current in the payment of assessments, fines and other charges imposed under the Governing Documents.

1.12 “**Nonprofit Corporation Act**” or “**NPCA**” means the Missouri Nonprofit Corporation Act, Chapter 355, Mo. Rev. Stat., as may be amended.

1.13 “**Ordinance**” means any applicable ordinance of the City of St. Louis or its successor(s), or of such municipal or county government as may have jurisdiction in the future.

1.14 “**Original Declaration**” means the “Declaration of Covenants, Conditions and Restrictions for Linden Heights Townhomes” dated September 28, 1987 in Book 630, Page 2058 of the records of the City of St. Louis, Missouri, and any amendments thereto.

1.15 “**Owner**” means any Person who has a recorded fee simple title to a Lot in the Subdivision, not including any person having a Security Interest in the Lot.

1.16 “**Person**” means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however that in the case of a land trust, “person” means the beneficiary of the trust rather than the trust or the trustee.

1.17 “**Plat**” means the “Plat of Linden Heights Townhomes” recorded in Plat Book 57, Pages 31-32 and the Plat of Linden Heights Townhomes II as recorded in Plat Book 65, Page 16, of the records of the City of St. Louis, Missouri, and any amendments thereto, and are incorporated by reference herein.

1.18 “**Property**” means the land, all improvements, easements, rights and appurtenances, described in Exhibit “A” attached hereto depicted on the Plat and subjected to the Original Declaration.

1.19 “**Rules**” means rules, regulations and policies, adopted by the Board pursuant to the Governing Documents and any amendments.

1.20 “**Security Interest**” means an interest in any Lot in the Subdivision created by contract or conveyance, which secures payment or performance of an obligation.

1.21 “**Subdivision**” or “**Linden Heights Townhomes**” means that subdivision and the Property which are subject to this Declaration.

PART TWO: COMMUNITY GOVERNANCE

ARTICLE II

LOCATION, LOTS, BOUNDARIES, ALLOCATED INTERESTS

2.1 Location. The Subdivision is situated in the City of St. Louis, Missouri, and is located on the Property.

2.2 Number of Lots. The number of Lots included in the Subdivision and subject to this Declaration is fifty-four (54), which are numbered and described more particularly in the Plat.

2.3 Separate Taxation. Each Lot constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed. The Common Ground shall not be subject to separate assessment or taxation.

2.4 Subdividing, Converting and Relocating Lot Boundaries. The subdivision of a Lot or the consolidation of adjacent Lots is prohibited. Subject to applicable provisions of law, the boundaries between adjoining Lots may be adjusted, by an amendment to the Plat, by the affected Owners and at their expense, and with the Board's consent, which shall be evidenced by the Board joining in the execution of such instrument on behalf of the Association. No such adjustment of Lot boundaries shall change the number of Lots for purposes of the Allocated Interests.

2.5 City of St. Louis. The subdivision is subject to the Ordinances.

ARTICLE III

ASSOCIATION

The success of the Linden Heights Townhomes community is dependent upon the support and participation of every Owner in its governance and administration. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's Board of Directors, some decisions are reserved for the Association's membership -- the Owners in the Subdivision.

3.1 Creation, Name. There shall be a homeowners association, the name of which shall be "Linden Heights Townhome Association," and shall be organized as a nonprofit corporation under the NPCA.

3.2 Membership. Membership in the Association at all times shall consist exclusively of all the Owners or, following a taking of all the Property under Section 16.1 or termination of the Subdivision under Section 16.2, of all former Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Only a Member in Good Standing may vote and serve on the Board.

3.3 Management. Operation of the Subdivision is vested in the Association.

3.4 Authority. No Owner, except an officer of the Board, shall have any authority to act for or on behalf of the Association, unless authorized in writing by the Board.

3.5 Board of Directors. There shall be a Board of Directors ("Board") which shall act on behalf of the Association, except as expressly limited by Governing Documents. The Board shall be deemed to be the board of directors under the NPCA. The number of Directors shall be set in the By-Laws, but shall not be less than three (3).

(a) **Qualifications of Directors.** The Board shall consist of Owners who are residents of the Subdivision who are at least twenty-one (21) years of age and Members in Good Standing, and shall not be engaged in any unresolved litigation, administrative or arbitration proceeding adverse to the Association's interests. Not more than one (1) Owner of the same Lot may serve as a Director at the same time.

(b) **Election of Directors.** The Directors shall be elected by the Owners at the annual meeting of the Association and shall serve as provided in the By-Laws.

(c) **Removal of Directors.** Any Director may be removed as provided in the By-Laws.

3.6 Indemnification.

(a) To the maximum extent permitted by law, including the NPCA, the Association shall indemnify every Director, officer and committee member of the Board against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been a Director, officer or committee member, whether due to the negligence, fault and/or breach of duty by such Director, officer or committee member; provided, however, that the foregoing indemnity shall not apply to the gross negligence, intentional torts, willful misfeasance, malfeasance, misconduct, or bad faith of any such officer, Director, or committee member.

(b) The officers, Directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. To the maximum extent permitted by law, including the NPCA, and except for their gross negligence, intentional torts, willful misfeasance, malfeasance, misconduct, or bad faith, the Members of the Association and Directors, officers and committee members of the Board, acting within their authority, shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their Common Expense Liability as Members of the Association and limited to the value of their respective Lots; provided however, that a Member may be liable for injury to persons or property to the extent that he/she contributed to such occurrence.

3.7 By-Laws. The administration of the Association shall be governed by the By-Laws, which need not be recorded.

ARTICLE IV **ASSOCIATION POWERS AND DUTIES**

The Association is the entity responsible for governance and administration of the Subdivision, for performance of certain maintenance responsibilities, enforcement of restrictions, and otherwise for implementation of the Governing Documents. The powers and duties of the Association, acting by and through the Board except for such matters reserved exclusively for the Owners, shall include those set forth in the Governing Documents. The Association may exercise any of the rights conferred upon it and is subject to the obligations imposed upon it under law and the Governing Documents.

The Association shall have the following powers:

4.1 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect annual and special assessments from the Owners as provided in Articles VIII and IX.

4.2 Maintenance. The power to maintain, repair and replace the Common Ground and improvements thereon as provided in Article VI.

4.3 Manager. The power to employ and to terminate a community manager as agent to carry out such duties of the Association as may be delegated by the Board, and such other persons deemed reasonable and necessary to carry out the Association's responsibilities.

4.4 Utility Easements. The power to establish, grant and dedicate easements for public utilities and private service providers, including telecommunications services, in addition to any shown on the Plat, and leases, licenses and concessions in, over and through the Common Ground.

4.5 Contracting. The power to enter into contracts and make liabilities for the maintenance, management, administration, operation, repair, replacement, improvement and servicing of the Common Ground and the Association.

4.6 Rulemaking. The power to adopt and amend reasonable Rules, after notice and opportunity to comment for the Owners, to implement and enforce the design review covenants and the restrictions on use contained in this Declaration. The Association may adopt any other reasonable Rules to maintain Common Ground and carry out other responsibilities under the Governing Documents without such prior notice and opportunity to comment. The Association may require permits for particular use of the Common Ground and to revoke same. All Rules adopted under this authority shall be for the maintenance and conservation of the Subdivision and for the health, comfort and welfare of the Owners and to preserve and enhance the Property, and to implement the intent and purposes of the Governing Documents, all in the best interests of the community as a whole. All Owners, their families, tenants, occupants, guests and invitees, and mortgagees, shall be subject to such Rules.

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

4.8 Penalties. The power (a) to impose interest and charges for late payment of assessments and (b) after notice and opportunity to be heard, to levy reasonable fines and/or penalties for a violation of any provision of the Governing Documents.

4.9 Neglected Lots and Dwellings. The power and right of access, after notice and opportunity to be heard (except in an emergency as may be determined by the Board), to correct neglected conditions on any Lot and to restore the exterior appearance of any Dwelling which is damaged or in disrepair, and the Owners and/or occupants thereof may be charged with the reasonable expenses so incurred, including reasonable attorney's fees, which shall be collectable in the same manner as assessments under Article IX. The Association shall also have the power and right of access, as may be necessary to maintain, repair or replace any Common Ground accessible from any Lot, or to make repairs necessary to prevent damage to the Common Ground or to another Lot or Dwelling, or abate or remove any violation on the Common Ground. The Association and its agents and employees shall be entitled to entrance by exhibiting to the Owner or occupant a Board resolution, and shall not be deemed guilty or liable for any manner of trespass. If

damage is inflicted on Common Ground or a Lot or Dwelling by the Association's acts, the Association is responsible for the prompt repair thereof.

4.10 Administrative Charges. The power to impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale information as may be requested, statements of unpaid assessments, and such other matters as may be requested or required of the Association by an Owner. In the event any legal or other services are required by the Association in connection with a request by an Owner, the fees incurred for such services shall be paid by or assessed against the Lot of said Owner.

4.11 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, as described in the By-Laws, including but not limited to property insurance covering improvements on the Common Ground, comprehensive liability insurance, directors' and officers' liability insurance, fidelity bond, and such other coverage as may be provided in the By-Laws or deemed appropriate by the Board, and the power to provide for the indemnification of the Board and its officers and the Members of the Association.

4.12 Borrowing. The power to borrow funds in furtherance of Association purposes, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments), provided that the Members in Good Standing ratify such borrowing in the same manner as ratification of the annual budget under Section 8.4.

4.13 Trash and Recycling. The power to contract for community-wide trash, garbage and recycling services in the event the City of St. Louis discontinues any such services.

4.14 Community Activities. The power to provide social, educational, wellness, environmental, and other community activities.

4.15 Enforcement of Restrictions. The power to enforce the restrictions and covenants contained in this Declaration.

4.16 Interpretation. The power to interpret and construe the Governing Documents, and to implement and to carry out the purposes and intentions of the Governing Documents for the benefit of the community as a whole.

4.17 Limitations on Board. The Board shall not have any power to amend this Declaration (except as provided in Section 18.4), or to terminate the Association or the Subdivision, or to elect Directors or determine the qualifications, powers and duties or terms of office of Directors (except that the Board shall fill vacancies among its Directors as provided in the By-Laws), or to take any other action expressly reserved to the Owners.

4.18 General. The power to exercise such other powers as may be provided under law, the Governing Documents, and the NPCA, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association in the best interests of the community as a whole.

PART THREE: PROPERTY RIGHTS AND RESPONSIBILITIES

ARTICLE V ALLOCATED INTERESTS

The allocation of interests in the Association is as follows:

5.1 Common Ground. Each Owner shall have a nonexclusive easement and right to use the Common Ground by virtue of membership in the Association, subject to the provisions of the Governing Documents.

5.2 Common Expense Liability. Common Expense Liability shall be allocated on the basis of equality, subject to Section 8.2.

5.3 Votes in the Association. Votes in the Association for all purposes are allocated on an equal basis, *i.e.*, the Owner of each Lot having one vote of equal weight.

ARTICLE VI MAINTENANCE RESPONSIBILITIES

Responsibilities for maintenance of the properties in the Subdivision are allocated as provided in this Article.

6.1 Association Responsibilities.

(a) Title to Common Ground. The Association shall hold title to the Common Ground on behalf of the Owners. Any interest in the ownership of the Common Ground acquired by any predecessor in interest under the Original Declaration shall be deemed conveyed in fee simple to the Association upon the Effective Date of this Declaration to the same extent and effect as if this Declaration were a deed of conveyance.

(b) **Control of the Common Ground.** The Association shall exercise such control over the Common Ground (except for those easements, streets and roads, and sidewalks which may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, rebuild, supervise and insure the proper use of the easements, streets, roads, and other improvements by the necessary public and private utilities and others, including the right (to itself and others to whom it may grant permission) to contract for, construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Dwellings.

(c) **Maintenance of Common Ground.** The Association shall maintain, repair and replace all the Common Ground and any improvements thereon in accordance with community standards as may be established by the Board.

6.2 Owner Responsibilities. Each Owner at his own expense shall maintain, repair and replace his respective Lot and Dwelling, including all utilities, sewer lateral lines and surface drainage servicing same, driveway apron, and trees and landscaping on the Lot (except for any trees and landscaping assumed by the Association) in accordance with community standards as may be established by the Board. No Owner shall do anything in violation of law or the Ordinances.

6.3 Common Walls. Each interior wall (including common garage walls, if any), which is built as a part of the original construction of a Dwelling and placed on or about the dividing line between the Lots shall constitute a common wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions apply thereto. Each Owner shall enjoy a perpetual easement running with the land for structural support and to maintain, repair and replace the common wall and any ductwork, plumbing, gas, electrical, telephone or other utility lines serving her or his Dwelling.

(a) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of common walls shall be shared equally by the Owners making use of any part of the common wall.

(b) **Destruction by Fire or Other Casualty.** If a common wall is destroyed or damaged by fire or other casualty, any Owner who uses or has access to the wall shall restore it, and the other Owners sharing the use thereof shall contribute equally to the cost of restoration without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(c) **Willful or Negligent Acts.** Notwithstanding anything herein to the contrary, in the event that any such damage or destruction of a common wall is caused by the willful or negligent act of an Owner, such Owner shall be responsible to pay the cost of repair thereof.

6.4 Failure to Maintain. In the event an Owner fails to fulfill any maintenance responsibility relating to the exterior of the Dwelling set forth in this Article in accordance with community standards as may be established by the Board, or causes damage to his Lot or Dwelling, or any property of another Owner or the Common Ground, and fails to take appropriate corrective measures, the Board may, in its discretion, notify the Owner of the particular condition and prescribe an appropriate corrective measure and reasonable schedule for completion of the corrective work. In the event the Owner fails to comply with said notice, the Board, after opportunity to be heard, may effect the corrective measures and assess all costs and expenses against the defaulting Owner, which if unpaid shall be collectable in the same manner as assessments as provided in Article IX.

ARTICLE VII EASEMENTS

7.1 Easement Appurtenant. Perpetual easements for the use and enjoyment of the Common Ground are hereby established appurtenant to all Lots for use by the Owners thereof, their families, guests and invitees.

7.2 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform its obligations and duties as required by the Governing Documents.

7.3 Driveway, Walkway and Utility Easement. Easements as shown on the Plat are established and dedicated for streets and roads, electricity, gas, water and telephones and for all other public and private utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telecommunications wires and equipment and electrical conduits and wires on the Common Ground.

7.4 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

PART FOUR: FINANCIAL MATTERS

ARTICLE VIII BUDGETS AND ASSESSMENTS

The objectives of this Article are to foster financial stability of the Association, establish a budget process to meet the reasonable and necessary expenses of the Association with oversight by the Owners, and to provide flexibility to meet unanticipated circumstances and major repairs over time.

8.1 Authority; Covenant to Pay. Each Owner, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at a judicial sale, covenants to pay and shall be personally liable for all assessments, fines, and other charges coming due while he is Owner. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume the obligation.

8.2 Common Expenses Attributable to Fewer than all Lots. Notwithstanding the allocation of Common Expense Liability stated in Section 5.2:

(a) Any Common Expense, or portion thereof, which benefits fewer than all of the Lots, may be assessed exclusively against the Lots benefited, equally or on any basis deemed equitable by the Board under the circumstances.

(b) Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service.

(c) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction on the Lot shall be assessed against such Lot.

(d) Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot or Dwelling, or to the Common Ground, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Dwelling.

(e) Any unpaid fees, charges, expenses, costs of correcting or abating a violation, late charges, fines, collection costs, interest, court costs and other expenses of litigation, and reasonable attorney's fees, charged against an Owner pursuant to the Governing Documents, are enforceable in the same manner as an assessment under this Article.

8.3 Preparation of Budget. The Board shall prepare the proposed annual budget as follows:

(a) The annual budget shall provide a reasonable estimate of the Common Expenses, including reserves, for the forthcoming year. The Common Expenses shall be allocated to the Lots under Sections 5.2 and 8.2(a). The budget shall include a statement of late fees and interest to be charged on delinquent accounts under Section 9.2 and the By-Laws.

(b) Funding for a capital improvement costing more than \$10,000.00, whether in the annual budget, special assessment, borrowing or other source, must be approved by a majority of all Members in Good Standing. For the purposes of this provision, "capital improvement" means any new physical improvement on the Common Ground not included in the Subdivision on the Effective Date of this Declaration.

(c) In the event the Association borrows money as provided in Section 4.12, repayment of the loan shall be provided for in the budget as "debt service."

8.4 Ratification of the Budget. The Board shall provide a copy of the proposed budget to the Owners and set a date for a meeting of the Owners to consider ratification. Unless at the meeting a majority of all the Members in Good Standing reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the most recent budget shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

8.5 Budget Adjustments; Special Assessments. In the event that, at any time during the year, the Board shall determine that the projected revenue is insufficient to meet current operating expenses, or that a special assessment is required, the Board (a) may increase the assessment or levy a special assessment up to 20% of the annual assessment and shall notify the Owners at least sixty (60) days prior to the date payment is due, or (b) may increase the assessment or levy a special assessment more than 20% of the annual assessment and shall notify each Owner, in writing, as to the amount of the revised budget or special assessment, which shall then become effective upon ratification as provided in Section 8.4.

8.6 Certificate of Payment. The Association, within ten (10) business days after receipt of written request from an Owner, shall furnish to him a statement of the amount of unpaid assessments and other charges and fees against the Lot.

8.7 Payment of Assessments. The annual assessment shall be due and payable in January of each year and may be paid in periodic installments as may be provided in the By-Laws.

8.8 Accounting. Within sixty (60) days following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding fiscal year and a balance sheet showing the assets and liabilities on the last day of the fiscal year.

ARTICLE IX COLLECTION AUTHORITY

This Article authorizes the Association to collect assessments and other charges to foster financial stability for the Association.

9.1 No Waiver of Liability. Liability for assessments shall be an independent and affirmative covenant and may not be avoided by waiver of the use of the Common Ground or services, or by abandonment of the Lot against which the assessment was made, or by reliance upon any claim against the Association, Board, another Owner or any third party.

9.2 Interest and Late Fees. Delinquent assessments shall be charged interest and late fees in such amounts as provided in the By-Laws.

9.3 Acceleration. In the event that a delinquency in excess of thirty (30) days occurs in the payment of any assessment that is payable in installments, the full amount of such assessment may be accelerated and collected as provided in this Article.

9.4 Lien for Assessments.

(a) In addition to each Owner's personal liability for assessments and fines under Section 8.1, the Association has a lien against a Lot for any assessment imposed under this Declaration, from the time the assessment or fine becomes due, including all other fees and charges authorized under this Declaration.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a first security interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (2) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).

(c) A notice of the Association's lien for assessments shall be recorded in the office of Recorder of Deeds, City of St. Louis, Missouri.

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

(e) This Section does not prohibit any action to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) The Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Sections 443.290 to 443.440, Mo. Rev. Stat.

(g) In the case of any foreclosure of the Association's lien, the Association shall give reasonable notice of its action to each lien holder whose interest would be affected.

9.5 Costs and Fees. If the Association prevails, a judgment or decree in any action brought under this Article shall include all costs, fees and other charges authorized under this Declaration, and attorney's fees and paralegal fees for the Association.

9.6 Enforcement. A judgment or decree in any action brought under this Article shall be enforceable by execution of the judgment.

9.7 Exemptions. The Common Ground shall be exempt from the assessments, charges and liens created herein.

ARTICLE X **MORTGAGEE PROVISIONS**

The provisions of this Article are for the benefit of holders, insurers and guarantors of first Security Interests on Lots in the Subdivision.

10.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more Security Interests against his Lot.

10.2 Notice of Actions. As used herein, the term "Eligible Mortgagee" means any institutional holder, insurer, or guarantor of a first Security Interest in a Lot which provides a written request to the Association, stating the name and address of such holder, insurer or guarantor and the identifying number of the Lot to which its Security Interest relates. The Association shall give timely written notice to each Eligible Mortgagee of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee;

(b) Any delinquency in the payment of assessments or charges owed by an Owner whose Lot is subject to a Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot, of the Owner or occupant, which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Such other notices as permitted or required by this Declaration.

10.3 No Priority. No provision of the Governing Documents gives or shall be construed to give any Owner or other party priority over any rights of a holder, insurer or guarantor of a first Security Interest of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Ground.

10.4 Notice to Association. Upon request, each Owner shall furnish to the Association the name and address of the holder, insurer or guarantor of any Security Interest encumbering such Owner's Lot.

10.5 Right to Cure Default. If any Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Owner's interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have all rights to recover same as provided in Article IX. The holder of a Security Interest against any Lot shall give notice of default under such Security Interest to the Association at the same time as such notice is given to the defaulting Owner. The foregoing shall not be construed to require the holder of a Security Interest to receive permission from the Association to foreclose the lien of its Security Interest.

PART FIVE: RESTRICTIONS ON USE; LEASING; DESIGN REVIEW

ARTICLE XI USE RESTRICTIONS

This Article contains certain restrictions on the use of properties within the Subdivision that are deemed reasonable for the preservation of an attractive residential

neighborhood over time. These restrictions are applicable upon the Effective Date of this Declaration. Existing uses on the Effective Date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. The use of Lots and Dwellings shall also comply with all applicable Ordinances.

11.1 Use and Occupancy. No more than one (1) Dwelling shall be located on each Lot. Each Lot and Dwelling thereon shall be used solely for single family residential purposes, including unrelated persons living together as a single-family unit. The number of occupants shall comply with applicable Ordinances.

11.2 Obstructions. There shall be no obstructions on the Common Ground without prior written consent of the Board.

11.3 Pets and Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two (2) dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed outside the Dwelling, and no outside structures are erected without approval under Article XIII. The Owner shall immediately remove all fecal wastes of his pet. No Owner shall keep any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood, as determined by the Board.

11.4 Nuisances. No noxious or offensive activity shall be conducted or permitted by any Owner or resident nor shall anything be done which would become an annoyance or a nuisance to other Owners or residents. No Owner shall permit or suffer anything to be done or kept in or on his Lot which will increase the insurance rate of the other Lots or Dwellings or the Common Ground or which obstructs or interferes with the rights of other Owners or residents, or disturbs them by unreasonable conduct or otherwise permit any nuisance or illegal act on his Lot, Dwelling or on the Common Ground.

11.5 Commercial Use. No commercial use of a Lot or Dwelling shall be permitted except for office in the home; provided, that no such use shall include employees (other than Owners and residents) or create a nuisance or in any way impair the rights of any Owner, and shall be in strict compliance with applicable Ordinances. No storage of commercial equipment or materials, placement of commercial signs, or any other commercial activity shall be permitted on the exterior of any Lot, Dwelling, or on the Common Ground.

11.6 Parking, Trucks, Boats, Etc. Owners and residents shall park or store their vehicles only in their respective garage or designated parking areas on the Common Ground. No derelict, abandoned, inoperative, or unlicensed vehicle shall be parked or stored on the Property except in a garage with the door closed. Repairs and maintenance of any vehicle shall not be permitted outside the garage except for emergency repairs (changing flat tire, jump-starting) or routine maintenance (cleaning, washing). No trailer, camper, mobile home, recreation vehicle, motorcycle, boat or boat trailer, commercial vehicle, or truck in excess of $\frac{3}{4}$ -Ton, shall be parked or stored on the Property except in a garage with the door closed or at such location on the Common Ground provided for such purpose. For the purposes of this provision, "commercial vehicle" means any vehicle with business advertising or signage displayed to the public, and/or equipment attached to the exterior of the vehicle, while such vehicle is parked or stored in the Subdivision, except in an enclosed garage. No Owner shall park or keep a temporary storage container, dumpster, or any other object on the Property. Any vehicle or object in violation of this Section, or parked illegally, may be removed at the Owner's expense, after notice and opportunity to be heard (which notice is waived if the Board determines that an emergency exists).

11.7 Vehicular Sight Lines. No fence, wall, tree, hedge shrub or other planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

11.8 Signs. The following signs are permitted:

- (a) two signs relating to home security systems,
 - (b) one sign identifying the address,
 - (c) one "for sale" sign not more than 2' x 3' in size placed at the entrance to the Dwelling and one "open house" sign displayed at the entrance to the Dwelling during an open house,
 - (d) two reasonable signs not more than 2' x 3' in size containing a political message relating to a candidate or ballot issue in a forthcoming election, placed at the entrance to the Dwelling not more than 30 days before such election and removed three days after the election. Such signs may be placed inside a window at any time,
 - (e) one sign celebrating a joyous occasion for a reasonable period of time,
- and
- (f) any sign required by a governmental proceedings.

Otherwise no signs of any kind shall be displayed to the public view on any Lot, Dwelling or on the Common Ground, without the prior written consent of the Board. The Board may regulate the size, placement and duration of all signs as it deems reasonable and necessary. The Board may erect appropriate signs on the Common Ground as it deems reasonable and necessary.

11.9 Satellite dishes, Antennas: Satellite dishes and antennas must comply with the following:

(a) No Owner may install any satellite dish, antenna or similar device exclusively for the *transmission* of television, radio, satellite or other signals of any kind, without prior written consent of the Board.

(b) Each Owner may install, on property the Owner owns or has the right of exclusive use or control, the following *reception* Devices ("Permitted Devices"):

(1) A "dish" that is one meter (39.37 inches) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

(2) A "dish" that is one meter (39.37 inches) or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

(3) An antenna that is designed to receive local television broadcast signals, with no size limitation.

Any such Permitted Device shall be placed in the least conspicuous location on the Lot or Dwelling at which an acceptable quality signal can be received and is not visible from the street or from neighboring Lots. In the event a Permitted Device is visible, the Board may require the Owner to install screening, unless such screening unreasonably interferes with the use of or involves unreasonable costs.

(c) Masts higher than 12 feet above the roofline may be subject to Association safety regulations.

(d) The Association may erect or install and maintain any transmission Device or reception Device for the benefit of the Owners or a group of Owners.

11.10 Utility and Drainage Easements. Within any easements for installation and maintenance of utilities and drainage facilities depicted on the Plat, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with

the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

11.11 Hazardous Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks, except those used for standard sized barbecue grills or common household applications, or devices shall be permitted upon or in any Lot, Dwelling, or the Common Ground.

11.12 Grills. The use of grills with charcoal fuel, and the use of deep fryers, are prohibited except on concrete patios at least 10 feet from a building. The Association may provide grilling facilities on Common Ground.

11.13 Temporary Structures. No structure of a temporary character, trailer, tent shack garage, shed, barn or other out building shall be installed, constructed or maintained on any Lot or Common Ground at any time.

ARTICLE XII

RESTRICTIONS ON LEASING, REGULATION OF LEASES

The Owners deem it to be in the best interests of the entire community as a whole to preserve the Subdivision as a community in which the Dwellings are primarily owned by Owner-occupants. Accordingly, the purpose of this Article is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard the value of investment, by limiting the right of future owners to lease their Dwellings after the Effective Date. The provisions of this Article shall be effective on the date 60 days after the recording date of this amendment (the "Effective Date of Article XII").

12.1 Restriction on Leasing.

(a) Notwithstanding any provision of the Declaration to the contrary, no Person who acquires title to a Lot on or after the Effective Date of Article XII, regardless of the manner in which title may be acquired (excluding a mortgage holder by foreclosure or deed in lieu), shall enter into a lease of his Dwelling, except as provided in this Article. The term "Lease" means any agreement for the exclusive possession of the Dwelling that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Dwelling. Provided, however, that a Dwelling shall not be deemed as leased if it is occupied by:

- (1) parents or children of the record Owner, or

(2) if the record Owner is a trust, and the Dwelling is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust or the spouse or direct family member of the grantor of the trust. A "direct family member" means children or siblings of the beneficiary, or

(3) a shareholder, partner or managing member if the record Owner is a corporation, partnership or limited liability company, respectively, and has given written notice to the Board of the occupant's position in such entity and his authority to occupy the Dwelling.

The records of the City of St. Louis Recorder of Deeds shall be conclusive in determining the record Owner of a Lot.

(b) Any contract for the purchase of a Lot shall be exempt from this Section 12.1 if the contract is fully executed prior to the Effective Date of Article XII.

(c) Nothing in this Section 12.1 shall be construed to impair the right of any Owner of a Lot on the Effective Date of Article XII to lease his Dwelling after said Effective Date, and to exercise such right at any time so long as he is the Owner of the Lot, subject to the regulations contained in Section 12.2.

12.2 Regulation of Leases. Any lease agreement permitted under this Article XII after the Effective Date of Article XII shall be in writing and, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions:

(1) the lease and tenant shall be subject to the provisions of the Governing Documents,

(2) any violation of the Governing Documents may be deemed a default of the lease,

(3) the lease shall have a minimum initial term of at least twelve (12) months,

(4) no Dwelling shall be leased for transient or hotel purposes,

(5) not less than the entire Dwelling shall be leased unless it is also occupied by the Owner,

(6) no Dwelling shall be subleased, nor shall the lease be assigned, without the prior written consent of the Board,

(7) the Owner appoints the Board as his/her attorney-in-fact to enforce any violation of the Governing Documents by the tenant (except nonpayment of rent),

(8) the Board may require that a Lease Addendum, containing the regulations of this Section 12.2, be signed by the Owner and tenant as part of the lease,

(9) the Owner shall furnish a complete copy of the Governing Documents to the tenant, and the tenant shall be afforded reasonable time to review same prior to signing the lease and

(10) the Owner shall furnish a copy of the executed lease and Lease Addendum, if any, and the names and contact information of all tenants, to the Board not less than 10 days prior to the commencement date of the lease. The Board shall have the right to review the lease to determine compliance with this Article and other applicable provisions of the Governing Documents,

12.3 Waiver. Upon written application by an Owner, the Board may waive any provision of Sections 12.1 and 12.2 for a reasonable period of time in the event of unforeseen circumstances, military service, sabbatical, hardship, or other good cause shown by the Owner. Any such waiver shall be set forth in writing, shall describe the scope and duration of the waiver, and shall be signed by the Owner and the Board.

12.4 Local Government Inspection, Occupancy Permit. Any change of occupancy of a Dwelling in connection with a sale or lease must comply with inspections and other applicable Ordinances and codes of local government. A copy of any permit required by local government shall be furnished to the Board prior to such change in occupancy.

12.5 Remedies. In the event of any violation of this Article or any other provision of the Governing Documents, the Board shall be entitled to any appropriate relief and remedies under the Governing Documents, against the Owner and/or tenant, including but not limited to termination of the lease and eviction of the tenant, and recovery of attorney's fees and costs incurred, at the Owner's expense.

ARTICLE XIII

DESIGN REVIEW AND ARCHITECTURAL COVENANTS

This Article contains the procedure for review and approval of new construction of Dwellings and exterior alterations of the Lots and Dwellings. The purpose of this review is to maintain the quality and aesthetics of exterior architectural design for the best interests of the community as a whole. This Article shall apply to all plans and specifications submitted for approval after the Effective Date of this Declaration; provided, however, that

violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. Alterations are also subject to applicable Ordinances.

13.1 Design Review Committee: Membership; Functions.

(a) **Creation.** The Board may establish a committee to be known as the Architectural Review Committee ("ARC") to carry out the design review functions of this Article. In the event the ARC is not established or is not functioning, the Board shall exercise the functions in this Article.

(b) **Membership.** If established, the ARC shall be comprised of at least three (3) Members in Good Standing, other than Directors, appointed by the Board. Each member of the ARC shall be appointed to a term of three years for staggered terms. The Board may remove any member of the ARC who ceases to be a Member in Good Standing or is absent without excuse for three consecutive meetings, or for good cause shown, or by petition signed by at least a majority of the Owners; in such event, the Board shall appoint a successor to serve the unexpired term.

(c) **Authority.** The ARC shall be authorized to review and approve or reject any application for New Construction or Alterations as defined in Section 13.2. The ARC shall have the power to issue and revoke permits, to engage an independent architect or engineer to assist in reviewing any application, to conduct inspections of site conditions and work in progress or require the Owner to provide such inspections by a licensed architect or engineer, and to impose reasonable fines for noncompliance.

(1) The provisions of this Article are intended to provide guidance to Owners, contractors, engineers, architects and others providing services on behalf of the Owners, regarding matters of particular concern to the ARC in considering applications. These provisions are not the exclusive basis for decisions of the ARC and compliance with them does not guarantee approval of any application.

(2) In reviewing applications, the ARC shall take into account the design review standards and procedures of this Article. Decisions may be made based on purely aesthetic considerations. Determinations as to such matters may be purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Subject to the appeal procedure in Section 13.5, the ARC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld so long as made in good faith and in accordance with the procedures contained herein.

(3) It is integral to the functioning of the ARC that the persons serving on the ARC and reviewing applications under these provisions will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the design review standards and procedures contained in this Article may vary accordingly. It may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

(4) The ARC may grant variances from compliance with any of the standards and procedures in this Article when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing, or preclude the ARC from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(5) The standards and procedures established in this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the community; they do not create any duty to any person. Review and approval of any application pursuant to these provisions may be made on the basis of aesthetic considerations only. The Association, Board, ARC and any other committee, or any member of any of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved New Construction or Alterations, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value or size, or of similar design, or aesthetically pleasing or otherwise acceptable to Owners of neighboring properties.

(6) The Association, Board, ARC, and any other committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage (including but not limited to consequential damages and attorney's fees) arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not the ARC has approved or featured such contractor as a builder in Missouri; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved New Construction or Alteration of any Dwelling. In all matters, the Board, ARC, and the members of each shall be defended and indemnified by the Association to the extent available under Section 3.6.

(7) Any Owner may request that the ARC issue a certificate of architectural compliance for such Owner's completed New Construction or Alteration, certifying that there are no known violations of this Article. The ARC shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

(8) The Board has full authority under Section 4.6 to adopt and amend Rules at any time for the ARC to implement the provisions of this Article. Such Rules and amendments shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved New Construction or Alteration has commenced. There shall be no limitation on the scope of amendments to these Rules, and such amendments may remove requirements previously imposed or otherwise make the Rules less restrictive.

13.2 New Construction, Alterations, Application to ARC.

(a) **New Construction, Alterations.** For the purposes of this Article, "New Construction" includes erection of a new Dwelling and any improvements on the Lot in connection with the new Dwelling, and "Alteration" includes (i) any significant modification of the exterior of an existing Dwelling such as extension or relocation of a wall or room addition of the Dwelling, (ii) erection, expansion or modification of any fence, wall, retention wall, deck, exterior doors or windows, or structure of any kind, (iii) statuary, ornaments and other decorations (except seasonal decorations or other objects permitted by Rules), and (iv) removal of any healthy tree larger than eight inches (8") in circumference measured three inches (3") above the base. The following items are prohibited: overhead wires, chain link fences, dog houses, dog runs, sheds, tents, and swimming pools.

(b) **Application.** No Owner of a Lot shall commence any New Construction of a Dwelling or Alteration of an existing Dwelling without the prior written consent of the ARC in accordance with this Article. An Owner shall submit to the ARC a written application for any New Construction or Alteration, including plans and specifications, a drawing or plot plan showing the location and dimensions, a copy of any application or information submitted to local government, names of contractors, proof of insurance (including naming Association as an additional insured), and schedule for commencement and completion, and such other information as the ARC may require.

(c) **Response.** The ARC may approve or reject any application, or approve with such conditions as it deems reasonable under the circumstances. The ARC shall provide a written response within forty-five (45) days after receipt of a complete application. Failure to respond within the allotted time shall constitute approval unless said

period of time is reasonably extended by the ARC for good cause.

13.3 Review Standards. The ARC shall apply the following standards in reviewing an application:

(a) **General Standards.** The ARC shall consider the following general criteria: harmony of exterior design and appearance with existing Dwellings, including architectural design, scale, mass, color, location, topography, grade, drainage, color and quality of construction and quality of exterior materials and detail.

(b) **Specific Standards.** The Board may adopt and amend particular standards and conditions for the design of New Construction and Alterations in accordance with Section 4.6.

13.4 Application Fees, Security for Performance; Damage.

(a) **Application Fee.** The ARC may charge a reasonable fee in connection with submission of applications and for any reasonable fee incurred for independent architects or engineers engaged by the ARC to review the plans and specifications.

(b) **Performance Bond, Security Deposit.** The ARC may require (1) a performance bond and/or (2) a reasonable deposit from an Owner as a condition of approving an application. The purposes of such bond and/or deposit are to secure completion of all work and to provide for removal of all debris from the site and from adjacent Lots and Common Ground, and that any damaged areas of the Lot, adjacent Lots or Common Ground be repaired and restored to their prior condition. Any unused portion of such performance bond or security deposit shall be refunded upon satisfactory completion of all work and all restoration and cleanup.

(c) **Damage.** Notwithstanding payment of a bond or deposit under Section 13.4(b), any Owner who causes damage to another Lot or Dwelling, or to the Common Ground of the Association, shall be responsible to the full extent of such damage, and shall restore any such damaged area to its prior condition, and shall keep the streets clean and free of debris due to construction activities. In the event an Owner fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner in which case the Association shall have the authority to recover such costs in the same manner as assessments, together with the Association's costs and attorney's fees. Nothing herein shall limit the right of any Owner whose property is damaged by another Owner or his agents or employees to any appropriate claim for relief or damages.

13.5 Appeals. Any Owner aggrieved by a decision or action of the ARC shall have the right of appeal to the Board. The Board may adopt procedures for fair, effective and efficient hearings for such appeals as it deems reasonable and necessary.

PART SIX: CHANGES AFFECTING THE COMMUNITY

ARTICLE XIV COMMON GROUND

14.1 Change Use of Common Ground. The Association may change the use of any portion of the Common Ground, with approval of at least two-thirds (2/3rds) of all the Members in Good Standing.

14.2 Conveyance of Common Ground. The Association may convey or subject to a Security Interest property owned by the Association, including the Common Ground or portions thereof, with approval of at least eighty percent (80%) of all the Members in Good Standing.

ARTICLE XV CHANGES IN GOVERNANCE

15.1 Master Association. The Association may delegate the exercise of certain of its powers and duties to a master association by agreement approved by at least two-thirds (2/3rds) of all the Members in Good Standing.

15.2 Merger and Consolidation. The Association may merge or consolidate the Subdivision with one or more subdivisions into a single subdivision by agreement approved by eighty percent (80%) of all the Members in Good Standing.

15.3 Improvement District. The Association may apply to the City of St. Louis for establishment of a Community Improvement District, Neighborhood Improvement District, or such other special taxing district as may be appropriate for the Subdivision and the Association, with approval of the owners in accordance with Missouri law.

ARTICLE XVI CONDEMNATION, TERMINATION

16.1 Condemnation.

(a) **Acquisition of Lot.** If a Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Agreement, the award shall

compensate the Owner for his Lot and its Allocated Interests, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, that Lot's Allocated Interests are automatically reallocated to the remaining Lots. Any remnant of a Lot remaining after part of a Lot is taken is thereafter part of the Common Ground.

(b) **Reallocations.** Except as provided in Section 16.1(a), if a part of a Lot is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Lot and its interest in the Common Ground, whether or not any Common Ground is acquired.

(c) **Acquisition of Common Ground.** In the event any public agency acquires all or any part of the Common Ground, the Association, acting through the Board, is hereby authorized to negotiate with such agency for such acquisition and to execute instruments necessary to that purpose; only the Association need be made party, and any proceeds received shall be paid to the Association.

(d) **Recording.** The court decree shall be recorded in the City of St. Louis, Missouri.

16.2 Termination of Subdivision. Except in the case of a taking of all the Property by eminent domain, the Subdivision may be terminated or sold only by agreement of eighty percent (80%) of all the Members in Good Standing. In the event of termination, fee simple title to the Common Ground shall remain vested in the Association until sold. None of the authority of the Association or Board shall be affected by such termination. No such agreement of termination or sale shall be effective unless made and recorded at least one (1) year in advance of the effective date of such termination or sale, and unless written notice of the proposed agreement of termination or sale is sent to every Owner at least ninety (90) days in advance of any action taken.

ARTICLE XVII

RELIEF AND REMEDIES

17.1 Relief, Attorney's Fees. If any Person subject to the Governing Documents fails to comply with any provision thereof, any Persons or class of Persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any such provision. All remedies set forth in this Declaration shall be cumulative of any remedies available at law or in equity. In addition to any other remedy provided in this Declaration, the Association may record a notice against the Lot describing the Owner's violation. The Association shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Governing Documents, whether or not suit is filed or the matter is finally adjudicated.

17.2 Board Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(a) the Association's position lacks sufficient strength to justify taking any action or further action; or

(b) the covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the best interests of the Association or the community as a whole, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule.

The Association, by contract or other agreement, may enforce Ordinances, and permit local government to enforce Ordinances within the Subdivision for the benefit of the Association and its Members.

17.3 Alternative Dispute Resolution. The Association, Owners and residents shall encourage the amicable resolution of disputes involving the community without the emotional costs of litigation. The Association and all Persons subject to this Declaration, and any other Person who agrees to submit to this Article (collectively, "Bound Parties"), agree not to file suit unless and until it has first submitted such claim to the alternative dispute resolution procedures of this Section 17.3.

(a) any party to a dispute in a claim under Section 17.1 shall submit such matter to mediation by a disinterested mediator in accordance with the rules of the American Arbitration Association or of any other organization mutually agreed upon by the parties.

(b) any such dispute that is unresolved by mediation within 60 days may be resolved as follows:

(1) by mutual agreement, the parties may submit to binding arbitration in City of St. Louis, Missouri, in accordance with Chapter 435, Mo. Rev. Stat., and with the rules of the American Arbitration Association or of any other organization mutually agreed upon by the parties. The cost of arbitration shall be borne by the losing party and the arbitrator may award attorney's fees as provided in Section 17.1. Arbitration as provided herein shall be binding and shall be enforceable in a court of competent jurisdiction; or

(2) either party may seek judicial relief as provided in Section 17.1.

(c) the alternative dispute resolution procedures in this Section 17.3 shall not apply to collection actions or to any claim in which federal or state law requires dispute resolution procedures that preempt this Section.

ARTICLE XVIII

AMENDMENTS TO GOVERNING DOCUMENTS

18.1 Declaration: General. Except as may otherwise be expressly provided in this Declaration, this Declaration, including the Plat, may be amended only by vote or agreement of 67% of the Owners. No such amendment shall reduce or modify the obligations of the Association with respect to maintenance or the power to levy assessments therefore, or to eliminate the requirement that there be an Association and Board unless adequate substitution is made in a manner approved by the Director of Planning, City of St. Louis.

(a) **Limitation of Challenges.** No challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

(b) **Recordation of Amendments.** Each amendment shall be recorded in the City of St. Louis and is effective upon recording unless otherwise expressly stated therein.

18.2 By-Laws. The By-Laws may be amended by a majority of all the Members in Good Standing. An amendment to the By-Laws shall become effective upon recordation (if recorded), or upon execution by the designated officers (if not recorded), or, in either case, upon a later date if so specified therein. Any challenge to an amendment must be made within six (6) months after the effective date; otherwise, the amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

18.3 Execution of Amendments. Each amendment shall be executed, certified and recorded on behalf of the Association by officers of the Association designated in the By-Laws for that purpose or, in the absence of designation, executed by the President and certified by the Secretary.

18.4 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration and the By-Laws, without further approval, to correct technical or drafting errors or to bring the Association and Governing Documents into compliance with conditions imposed by lenders providing government-insured or guaranteed loans.

ARTICLE XIX **GENERAL PROVISIONS**

19.1 Validity.

(a) **Severability.** Invalidation of any one of the provisions of the Governing Documents, by judgment, order or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(b) **Rule Against Perpetuities.** The rule against perpetuities shall not be applied to defeat any provision of the Governing Documents.

(c) **Compliance With Nonprofit Corporation Act.** The Governing Documents are intended to comply with the requirements of the NPCA. In the event of any conflict between any provisions of the Governing Documents and any provisions of the NPCA, the provisions of the Governing Documents shall govern unless prohibited by the NPCA.

19.2 Construction. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the Subdivision and for operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural. The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

19.3 Persons Bound by the Documents. All Owners, and their families, tenants, guests and invitees, and mortgagees, are bound by and shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or occupancy of a Lot constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of City of St. Louis,

Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

19.4 Term. Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with the land and bind the Property until the Subdivision is terminated or sold, or taken by eminent domain. The rights of the Owners shall only be exercisable and appurtenant to and in conjunction with their ownership of a Lot.

19.5 Effective Date. Except as otherwise expressly provided in this Declaration, this Declaration shall be effective upon approval by the Owners and its recordation in the official records of the Recorder of Deeds of City of St. Louis, Missouri.

19.6 Applicability. This Declaration shall be applicable to events and circumstances occurring after the Effective Date unless otherwise expressly stated.

19.7 Authorization. Pursuant to Article IX, Section 3 of the Original Declaration, the Owners approve this Restatement as evidenced by their signatures on Exhibit "B" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the President and Secretary of Linden Heights Townhome Association hereby execute the foregoing and, by their signatures, certify that Owners have approved the foregoing as evidenced in Exhibit "B", and hereby execute this Declaration on the day and year first above written.

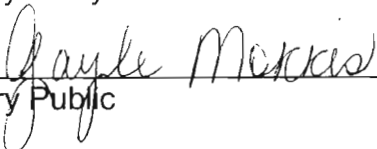
LINDEN HEIGHTS TOWNHOME ASSOCIATION,
a Missouri nonprofit corporation

By: Gerard Grant
President GERARD GRANT

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

On this 6th day of February, 2008, before me appeared Gerard Grant to me personally known, who, being by me duly sworn, did say that he/she is the President of Linden Heights Townhome Association, a Missouri nonprofit corporation, which has no seal, and that said President acknowledged said instrument to be the free act and deed of said corporation.

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



Notary Public

My Commission Expires:

GAYLE MORRIS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: 12/28/2011
Commission No. 07528838

Phase I Description

A parcel of land lying in Part of City Block 5616 of the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at an iron pipe found at the northwesterly corner of Linden Heights Subdivision - Plat I, said corner also lying on the easterly right-of-way line of 59th Street (50 feet wide), thence North 89 degrees 11 minutes 00 seconds East a distance of 60.03 feet to the Point of Beginning; thence continuing North 89 degrees 11 minutes 00 seconds East a distance of 24.97 feet; thence South 00 degrees 49 minutes 00 seconds East a distance of 40.00 feet, thence North 89 degrees 11 minutes 00 seconds East a distance of 194.28 feet; thence South 00 degrees 49 minutes 00 seconds East a distance of 6.00 feet; thence North 89 degrees 11 minutes 00 seconds East a distance of 5.00 feet; thence South 00 degrees 49 minutes 00 seconds East a distance of 65.84 feet; thence South 89 degrees 11 minutes 00 seconds West a distance of 56.84 feet; thence South 44 degrees 11 minutes 00 seconds West a distance of 28.28 feet; thence South 00 degrees 49 minutes 00 seconds East a distance of 32.00 feet; thence South 89 degrees 11 minutes 00 seconds West a distance of 75.00 feet; thence North 00 degrees 49 minutes 00 seconds West a distance of 32.00 feet; thence North 45 degrees 49 minutes 00 seconds West a distance of 28.28 feet; thence South 89 degrees 11 minutes 00 seconds West a distance of 53.41 feet; thence North 00 degrees 49 minutes 00 seconds West a distance of 111.84 feet to the Point of Beginning, containing 0.49 Acres, all in the City of St. Louis, Missouri.

Phase II Description

A parcel of land lying in Part of City Block 5616 of the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at an iron pipe found at the northwesterly corner of Linden Heights Subdivision - Plat I, said corner also lying on the easterly right-of-way line of 59th Street (50 feet wide);

- thence North 89 degrees 11 minutes 00 seconds East a distance of 60.03 feet;
- thence South 00 degrees 49 minutes 00 seconds East a distance of 111.84 feet;
- thence North 89 degrees 11 minutes 00 seconds East a distance of 53.41 feet;
- thence South 45 degrees 49 minutes 00 seconds East a distance of 28.28 feet;
- thence South 00 degrees 49 minutes 00 seconds East a distance of 32.00 feet;
- thence North 89 degrees 11 minutes 00 seconds East a distance of 75.00 feet;
- thence North 00 degrees 49 minutes 00 seconds West a distance of 32.00 feet;
- thence North 44 degrees 11 minutes 00 seconds East a distance of 28.28 feet;
- thence North 89 degrees 11 minutes 00 seconds East a distance of 56.84 feet;
- thence North 00 degrees 49 minutes 00 seconds West a distance of 65.84 feet;
- thence North 89 degrees 11 minutes 00 seconds East a distance of 57.50 feet;
- thence South 00 degrees 49 minutes 00 seconds East a distance of 155.84 feet;
- thence South 89 degrees 11 minutes 00 seconds West a distance of 37.50 feet;
- thence North 00 degrees 49 minutes 00 seconds West a distance of 35.00 feet;
- thence South 89 degrees 11 minutes 00 seconds West a distance of 96.84 feet;
- thence South 00 degrees 49 minutes 00 seconds East a distance of 35.00 feet;
- thence South 89 degrees 11 minutes 00 seconds West a distance of 75.00 feet;
- thence North 00 degrees 49 minutes 00 seconds West a distance of 35.00 feet;
- thence South 89 degrees 11 minutes 00 seconds West a distance of 96.84 feet;
- thence South 00 degrees 49 minutes 00 seconds East a distance of 35.00 feet;
- thence South 89 degrees 11 minutes 00 seconds West a distance of 39.48 feet to the point of intersection with the easterly right-of-way line of the aforesaid 59th Street;
- thence North 00 degrees 00 minutes 07 seconds East along said easterly right-of-way line a distance of 201.85 feet to the Point of Beginning, containing 0.70 acres, all in the City of St. Louis, Missouri.

Phase III Description

A parcel of land lying in Part of City Block 5616 of the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at an iron pipe found at the northwesterly corner of Linden Heights Subdivision - Plat I, said corner also lying on the easterly right-of-way line of said 59th Street (50 feet wide);

thence South 00 degrees 00 minutes 07 seconds West along the easterly right-of-way line of said 59th Street a distance of 295.29 feet to the Point of Beginning;

thence North 83 degrees 11 minutes 00 seconds East a distance of 104.11 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 71.62 feet;

thence North 00 degrees 49 minutes 00 seconds West a distance of 82.54 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 37.50 feet;

thence North 00 degrees 49 minutes 00 seconds West a distance of 35.00 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 96.84 feet;

thence South 00 degrees 49 minutes 00 seconds East a distance of 35.00 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 37.50 feet;

thence North 00 degrees 49 minutes 00 seconds West a distance of 155.84 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 84.48 feet;

thence South 02 degrees 01 minutes 34 seconds East a distance of 269.37 feet;

thence South 88 degrees 34 minutes 25 seconds West a distance of 437.54 feet

to the point of intersection with the easterly right-of-way line of the aforesaid 59th Street;

thence North 00 degrees 00 minutes 07 seconds East along said easterly right-of-way line a distance of 24.71 feet to the Point of Beginning, containing 1.20 acres, all in the City of St. Louis, Missouri.

Phase IV Description

A parcel of land lying in Part of City Block 5616 of the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at an iron pipe found at the northwesterly corner of Linden Heights Subdivision - Plat I, said corner also lying on the easterly right-of-way line of 59th Street (50 feet wide);

thence South 00 degrees 00 minutes 07 seconds West along the easterly right-of-way line of said 59th Street a distance of 201.85 feet to the Point of Beginning;

thence North 89 degrees 11 minutes 00 seconds East a distance of 39.48 feet;

thence North 00 degrees 49 minutes 00 seconds West a distance of 35.00 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 96.84 feet;

thence South 00 degrees 49 minutes 00 seconds East a distance of 35.00 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 37.50 feet;

thence South 00 degrees 49 minutes 00 seconds East a distance of 82.54 feet;

thence South 89 degrees 11 minutes 00 seconds West a distance of 71.62 feet;

thence South 83 degrees 11 minutes 00 seconds West a distance of 104.11 feet

to the point of intersection with the easterly right-of-way line of the aforesaid 59th Street;

thence North 00 degrees 00 minutes 07 seconds East along said easterly right-of-way line a distance of 93.44 feet to the Point of Beginning containing 0.42 acres, all in the City of St. Louis, Missouri.

Phase V Description

A parcel of land lying in Part of City Block 5616 of the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at an iron pipe found at the northwesterly corner of Linden Heights Subdivision - Plat I, said corner also lying on the easterly right-of-way line of 59th Street (50 feet wide);

thence North 89 degrees 11 minutes 00 seconds East a distance of 85.00 feet;

thence South 00 degrees 49 minutes 00 seconds East a distance of 40.00 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 165.00 feet

to the Point of Beginning;

thence North 00 degrees 49 minutes 00 seconds West a distance of 95.00 feet;

thence North 13 degrees 17 minutes 45 seconds East a distance of 25.36 feet;

thence North 89 degrees 11 minutes 00 seconds East a distance of 168.42 feet;

thence South 02 degrees 01 minutes 34 seconds East a distance of 125.63 feet;

thence South 89 degrees 11 minutes 00 seconds West a distance of 146.98 feet;

thence North 00 degrees 49 minutes 00 seconds West a distance of 6.00 feet;

thence South 89 degrees 11 minutes 00 seconds West a distance of 30.28 feet to the Point of Beginning, containing 0.501 acres, all in the City of St. Louis, Missouri.

Exhibit A

END OF DOCUMENT

PAGES 1 THROUGH 45P