

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RADCLIFFE PLACE COMMUNITY SERVICES ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions is made this 26th day of July, 1990, by and among LEGACY HOMES, a Missouri general partnership (hereinafter referred to as the "Declarant") and Mark Teitelbaum, Gerald W. Kerr, and Michael Howell, being the initial directors of the hereinafter defined Association;

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant intends by this Declaration to impose upon the properties (hereinafter defined) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of single-family residential structures and property within Radcliffe Place, the density development approved by Order of the St. Louis County Council dated July 20, 1989, which density development is made subject to this Declaration and amendments hereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Properties, whether now or hereafter subject to this Declaration;

NOW THEREFORE, Declarant hereby declares that all the Properties described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding upon all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

1.1. Additional Land shall mean and refer to any and all additional real property subject to a right of annexation as provided in this Declaration, including, but not limited to, the real property described in Exhibit "B", attached to and incorporated in this Declaration by reference.

1.2. Architectural Control Committee means the committee described in Article XIII hereof.

1.3. Areas of Common Responsibility means the Common Area, the Recreational Facilities, the Private Streets, and the Storm Water System, together with the easement, license or other occupancy or use rights which the Association may have in any

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Portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise and which are intended to be devoted to the common use and enjoyment of the Owners of the Properties, including, but not limited to, those areas, if any, upon a Lot, the maintenance, repair or replacement of which is the responsibility of the Association.

1.4 Articles of Incorporation means and refers to the articles of incorporation of Radcliffe Place Community Services Association, Inc., as filed with the Secretary of State of the State of Missouri.

1.5 Association means Radcliffe Place Community Services Association, Inc., a Missouri not-for-profit corporation, together with its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Missouri not-for-profit corporate law.

1.6 Bylaws means the Bylaws of Radcliffe Place Community Services Association, Inc., as amended from time to time.

1.7 Class B Control Period means and refers to the period of time during which the Declarant is a Class B Member, as provided in Article IV, Section 4.2 hereof.

1.8 Common Area means all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The initial Common Area to be owned by the Association shall be conveyed to the Association prior to the conveyance of any Lot to a purchaser.

1.9 Common Expenses means the actual and estimated expenses of operating the Association, including any reasonable reserve.

1.10 Community means the Properties and all interests therein.

1.11 Community-Wide Standard means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

1.12 Declarant means and refers to Legacy Homes, a Missouri general partnership, or its successors, successors-in-title, or assigns who take title to any portion of the Properties for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.13 Eligible Mortgage Holder means a holder, insurer, or guarantor of a first mortgage on a Lot who has requested notice

of certain matters from the Association as provided in this Declaration and Association's Bylaws.

1.14. Eligible Votes means those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

1.15. General Assessment means the assessments levied to fund expenses applicable to all Members of the Association.

1.16. Land Use Standards means those architectural control and land use standards, covenants, obligations and restrictions adopted and enforced by the Board or its designee, as presently existing and as may be amended from time to time.

1.17. Lot means a portion of the Properties other than the Common Area, the Private Streets, the Recreational Facilities, and the Sewer Drainage System, intended for independent residential ownership and use as may be set out in this Declaration and as shall be shown on the subdivision plat filed and/or recorded contemporaneously with this Declaration or amendments thereto. Unless the context otherwise indicates or requires, the term Lot includes any structure on the Lot.

1.18. Member means a person or entity entitled to membership in the Association as provided in this Declaration.

1.19. Mortgage means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment of an obligation.

1.20. Mortgagee means a beneficiary or holder of a Mortgage.

1.21. Mortgagor means the grantor under a Mortgage.

1.22. Owner means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding contract purchasers and any party holding the fee simple title merely as security for the performance of an obligation. Owner shall include the Declarant.

1.23. Person means a natural person, a corporation, a partnership, a trustee or any other legal entity.

1.24. Private Sewer District means a private sewer corporation validly formed under applicable Missouri law for the purpose of providing sewer services to the Community.

1.25. Private Streets means the private streets and roadways located on the Properties and shown on the subdivision plat filed and/or recorded contemporaneously with the Declaration of amendments thereto.

1.26. Property or Properties means the real property described in Exhibit “A” of this Declaration and such Additional Land may be added in accordance with Article IX hereof.

1.27. Recreational Facilities means and refers to any land and facilities adjacent to or in the vicinity of the Properties which are owned by the Declarant or Association for the mutual benefit of all Owners, which recreational facilities may include a cabana, pool, tennis courts and all related facilities and improvements.

1.28. Sewer Treatment Facility means the sanitary sewage treatment plant and all related structures and facilities located on or in the vicinity of the Properties, which Sewer Treatment Facility shall provide sanitary sewer services to the Community and such other subdivisions and properties as may be adequately serviced by such Sewer Treatment Facility.

1.29. Special Assessment means an assessment levied in accordance with Article X of this Declaration.

1.30. Storm Water System means all drains, pipes, and other storm water related facilities located on or under any portion of the Properties.

1.31. Subsequent Amendment means an amendment to this Declaration which adds Additional Land to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Additional Land submitted by that Subsequent Amendment to the provisions of this Declaration.

ARTICLE II: ELECTION OF BOARD OF DIRECTORS

2.1. Original Directors. The original directors (together with their successors being hereinafter referred to as a “Director” or the “Directors”), who shall serve on the Board shall be Mark Teitelbaum, Gerald W. Kerr, and Michael Howell, who by their signatures hereto, consent to serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or successor Director appointed pursuant hereto resign (except pursuant to the provisions of the Section 2.2), refuse to act, become disabled, or die, Declarant shall have the power to appoint, by duly written, recorded instrument, a successor Director who shall serve until his/her successor is elected by the Association Members in the manner hereinafter provided.

2.2. Election of Directors. At such time as fifty percent (50%) of the total Lots authorized to be developed in the Properties have been improved, sold, and conveyed for residential use, and are ready for residential use, Declarant shall cause the resignation of Michael Howell (or his/her successor) as a

Director, and an additional Director shall be elected by the then Class A Members, who shall serve until such time as one hundred percent (100%) of the total authorized Lots have been improved, sold, and conveyed for residential use, and are ready for residential use. At such time as ninety-five percent (95%) of the Lots authorized to be developed in the Properties have been improved, sold, and conveyed for residential use, and are ready for residential use, Declarant shall cause the resignation of Gerald W. Kerr (or his/her successor) as Director, and an additional Director shall be elected by the then Class A Members, who shall serve until such time as one hundred percent (100%) of the total authorized Lots have been improved, sold, and conveyed for residential use, and are ready for residential use. At such time as one hundred percent (100%) of the Lots authorized to be developed in the properties shall have been improved, sold, and conveyed for residential use, and are ready for residential use, Declarant shall cause the resignation of the three (3) Directors then serving hereunder, whether original Directors or elected as hereinabove provided, and the then Class A Members shall elect a like number of successor Directors, one of which shall be elected to serve for a one (1) year period, one of which shall be elected to serve for a two (2) year period, and one of which shall be elected to serve for a three (3) year period from the date of election. Thereafter, all Directors shall be elected for terms of three (3) years each.

2.3. Qualification of Directors. Any Director elected under the provisions of this Article II shall be a Lot Owner of the Properties, or officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled, or dies, the remaining Directors shall appoint another Owner to act as Director for the unexpired portion of the term of the director no longer acting. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies on the Board, the St. Louis County Council or its successors may upon the petition of any concerned resident or Owner in the Properties appoint one or more directors to fill the vacancies until such time as Directors are selected in accordance with this Declaration. Any person so appointed who is not an Owner within the properties shall be allowed a reasonable fee for his/her services in the order of appointment which fee shall be levied as a Special Assessment against the Lot and which fee shall not be subject to any limitations on Special Assessments contained in this Declaration or elsewhere.

2.4. Officers. Following each annual meeting of the Association as provided for herein, the Board of Directors shall designate one (1) of its members to serve as Chairperson and President, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

2.5. Election of Directors. There shall be an annual meeting of the Association (subject to the provisions of Section

2.6 hereof) to be held on the first Saturday of _____ of each year during the term of this Declaration, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Louis. No less than ten (10) days' notice in writing to each Member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. Any Class A Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor.

2.6. Optional Annual Meeting. For the period from the date of execution hereof until such time as there is less than two. Declarant-appointed Directors (which shall include the original Directors named herein and their appointed successors), at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and/or advising the Directors concerning the status and operation of the Properties. Such advisory board may hold informal meetings of Members if so desired by the advisory board, but such meetings are not required.

2.7. Quorum.

(a) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. A quorum shall be deemed present at a meeting of the Association if the Members in attendance at the beginning of the meeting represent at least twenty percent (20%) of the votes eligible to vote at the time of the meeting. If proper notice is

given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

(b) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

ARTICLE III: PROPERTY RIGHTS

3.1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area, Private Streets, Recreational Facilities and Storm Water System (hereinafter sometimes collectively referred to as the "Areas of Common Responsibility"), which shall be appurtenant to and shall pass with the title to every Lot, subject to the following conditions:

a) The right of the Board to charge reasonable admission and other fees for the use and/or benefit of any facility now or hereafter situated or constructed upon the Areas of Common Responsibility and to impose reasonable limits on the number of Persons and/or guests who may use or benefit from the use of such facilities;

(b) The right of the Board to suspend an Owner's voting rights and the right to use any of the facilities for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty days;

(c) The right of the Declarant, with regard to the Properties which may be owned for the purpose of development, to grant easements in and to the Properties to any public agency, authority, or private or public utility for such purposes as benefits the Properties or portions thereof and Owners or their respective Lots contained therein (which easements shall include, but not be limited to, easements for grinder pumps and other necessary sewer-related facilities),

and to exercise any and all other rights granted to it hereunder;

(d) The right of the Declarant and the Board to borrow money for the purpose of improving the Areas of Common Responsibility, or any portion thereof, for acquiring additional Areas of Common Responsibility, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying any portion of such Areas of Common Responsibility; provided, however, the lien and encumbrance of any such mortgage given by the Declarant or the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or the properties;

(e) The right of the Board to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or private or public utility for such purposes and subject to such conditions and such agency, authority, or utility.

(f) The right of the Directors to take such steps as are reasonably necessary to protect the Areas of Common Responsibility against foreclosure;

(g) The right of the Directors to promulgate rules and regulations governing the use of the Areas of Common Responsibility;

(h) The right of the Declarant or other builder-developers authorized in writing by the Declarant to utilize Areas of Common Responsibility for promotional purposes during periods of development; and

(i) The right of the Directors to grant such easements and rights of way to such utility companies or public agencies or authorities or other entities as necessary or appropriate; and

(j) The right of the Directors to enter into licensing and similar agreements with Persons for the operation, maintenance and supervision of Areas of Common Responsibility, and for the provision of necessary services (including sanitary sewer) to the Properties for the mutual benefit of all Owners.

3.2. No Amendment. Article III, Section 3.1 (c) may not be amended without the prior written consent of Declarant, the St. Louis County Director of Planning and any other applicable governmental entity or representative.

3.3. Reservation of Right to Amend. Declarant reserves the right to amend this Declaration unilaterally at any time without prior notice and without the consent of any person or entity for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions from this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for Radcliffe Place desired to be effective by the Declarant, provided such withdrawal is not unequivocally contrary to the overall uniform scheme of development for Radcliffe Place.

3.4. Use Restrictions. The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration and any amendments hereto. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in this Declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and enforce standards and restrictions governing the use of the Lots and the Areas of Common Responsibility and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas, pathway systems, private roads and streets, swimming pools, tennis courts, clubhouses and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting of the Association by a majority of Voting Members of each Class of Members present at such meeting.

The Declaration may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

(a) Aerials and Antennas. No radio or television or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support therefor, shall be erected, installed, placed, or maintained on any of the Properties unless such aerials, antenna, dish, tower, or other transmitting or receiving structure, together with the location thereof, is erected, installed, placed, or maintained upon prior written approval of the Architectural Control Committee.

(b) Exterior Lighting. No exterior lighting fixture (other than standard fixtures approved by the Board of Directors of the Association or installed by Declarant) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of any adjacent Properties. All modification of or additions to exterior

lighting must be approved by the Architectural Control Committee in advance.

(c) Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Areas of Common Responsibility and facilities located thereon to the members of his or her family, tenants, and social invitees, and shall be deemed to have made a delegation of all such rights to the occupants of any leased Lot.

(d) Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Areas of Common Responsibility necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

(e) Use of Lots. Except as may otherwise be expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption or marriage. No trade or business of any kind may be conducted. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with reasonable rules and regulations as the Board of Directors may promulgate. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the Bylaws, and the rules and regulations adopted hereunder and thereunder.

Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Areas of Common Responsibility or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive or offensive, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Areas of Common Responsibility or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which would reasonably cause embarrassment, discomfort or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

(f) Use of Areas of Common Responsibilities. No planting or gardening and no fences, hedges or walls shall be erected or maintained upon the Areas of Common Responsibility, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or its designee. Except for the right of ingress and

egress, the Owners of Lots may use the property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

No resident of the properties shall be denied the use of the Areas of Common Responsibility including, without limitation, open spaces, Recreational Facilities and other common grounds, for any reason related to the extension, if any, of such privilege to residents outside the Properties. All rules and regulations promulgated pursuant to this Declaration with respect to residents of the Properties shall be applied equally to all such residents, and all rules and regulations promulgated pursuant to this Declaration with respect to residents outside the Properties shall be applied equally to all such non-residents.

(g) Signs. Except as hereinafter provided for Declarant, no advertisement, billboard or other sign of any kind shall be displayed to the public view on any Lot or the Areas of Common Responsibility without the prior written consent of the Board or its designee, except customary name and address signs. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Areas of Common Responsibility, including, but not limited to, subdivision entrance signs and monuments and promotional signs. Declarant, at all times during the Class B Control Period, shall have the right to erect and/or display signs in connection with the development of the Properties and the sale, lease, rental and/or construction of improvements on the Lots, and to erect reasonable signs endorsing political candidates and/or issues.

(h) Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Areas of Common Responsibility, facilities located thereon and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement shall be specifically overruled, cancelled, or modified by the Board or the Association in a regular or special meeting by the vote of a majority of each class of Members present at such meeting. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article XI. Sanctions may also include suspension of the right to vote and the right to use the Areas of Common Responsibility. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In

addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances and other applicable laws or permit applicable jurisdictions to enforce the same with regard to the Properties for the benefit of the Association and its Members.

(i) Declarant's Reserved Easement. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to Radcliffe Place for the benefit of Declarant and its successors and assigns over, under, in and/or on Radcliffe Place, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Properties. The reserved easement shall constitute a burden on the title to the Properties and specifically includes, but is not limited to:

(i) The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on or in the Properties; the right to tie into any portion of the Properties with driveways, parking areas, and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fees for so doing), construct, replace, relocate, maintain and repair any device which may now or hereafter provide utility or similar services, including, without limitation, private or public electrical, telephone, natural gas, water, sanitary sewer and drainage lines and facilities constructed or installed in, on, under, and/or over the Properties (including, but not limited to, grinder pumps and other necessary sewer-related facilities).

(ii) The right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction and sale by Declarant of residences and/or Lots in the Properties.

(iii) No rights, privileges and easements granted or reserved herein may be merged into the title of any property, including, without limitation, the Properties, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed or released unless and until and except by delivery of a quit claim deed from Declarant releasing such right, privilege or easement by express reference thereto.

(iv) These reserved easements may be exercised without annexing additional property only as to the additional property described in Exhibit "C" attached hereto and incorporated herein by this reference (the "Unannexed Property"). If these reserved easements are exercised with respect to the Unannexed Property, the Owners of the affected Unannexed Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, public or private electrical, telephone, natural gas, water, sanitary sewer and drainage lines and facilities with the Owners of the Properties in the proportion that the number of completed dwellings on the affected Unannexed Property bears to the total number of completed dwellings upon the Properties. The cost of maintenance and repair of private roads and driveways shall likewise be apportioned to the affected Unannexed Property if the only means of vehicular access to the affected Unannexed Property is across such private roads and driveways. For the purposes of this provision, a dwelling on the affected Unannexed Property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection therefor may be done on a monthly, quarterly, or annual basis as may be reasonably determined by the Association in accordance with this Declaration. If any of the Unannexed Property is added to the properties, from the time of the annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Declaration, rather than by these reserved easements.

(v) This Section 3.4 (i) may not be amended without the written consent of Declarant, the St. Louis County Director of Planning and any other applicable governmental entity or representative.

(j) Occupancy and Age. There shall be no more than two (2) permanent residents per number of bedrooms in any residence located on a Lot. For purposes of this paragraph, anyone who resides in a Radcliffe Place residence for more than four (4) consecutive weeks or for more than eight weeks (8) in any calendar year, shall be deemed a permanent resident.

(k) Storage and Parking of Vehicles. There shall be no outside storage or parking upon any Lot or the Areas of Common Responsibility of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except for each Owner's automobile within the parking spaces in the Owner's garage and for visitors temporarily parking in accordance with rules and regulations designated and promulgated by the Board; provided, however, that a camper, boat and or related equipment

may be parked upon any Lot if stored in or screened from view by a storage area, fence or similar screening device substantially identical in architectural character, materials and appearance to the residence located on such Lot, as determined by the Board or its designee. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot or Areas of Common Responsibility, except for emergency repairs and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered or added unless the alteration or addition is substantially identical in architectural character, materials and appearance to the residence located on such Lot, and the plans therefor have been approved by the Board or its designee.

(l.) Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the properties, except that no more than a total of two (2) dogs, cats or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purposes. The Board shall have the absolute power to prohibit a pet from being kept on the Properties, including any residences constructed thereon.

Notwithstanding this provision, no pet enclosures shall be erected, placed, or permitted to remain on any portion of the Properties without the prior written approval of the Architectural Control Committee, nor shall pets be kept tied to any structure outside the Lot. The keeping of pets and their ingress and egress upon the properties shall be subject to such rules and regulations as may be issued by the Board of Directors. Pets shall be on a leash at all times when outside a Lot, and shall be allowed only upon the Common Area. The Owner of such pet shall immediately remove feces left upon the Common Area by his or her pet.

If an Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use of or travel upon the Common Area. The Board of Directors may subject ingress, egress, use or travel upon the Common Area to a user fee, which may be a general fee for all similarly-situated persons or a specific fee imposed for failure of an Owner or occupant to abide by the rules, regulations and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Properties upon seven (7) days' written notice by the Board of Directors.

(m) Occupants Bound. All provisions of the Declaration and of any rules or regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which

provide for sanctions against Owners shall also apply to all occupants of any Lot.

(n) Leasing. Residences may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of non-compliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

(o) Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any subject, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants, animals, or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the properties.

(p) Unsightly or unkempt Conditions. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

(q) Clothes Lines, Garbage Cans, Tanks, Wood Piles, Etc. All clothes lines, garbage cans, above-ground tanks, wood piles and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

(r) Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior approval of the Board of Directors of the Association and the applicable governmental entity. Declarant, however, hereby expressly reserves the right to replace any Lot or Lots prior to conveyance of such Lot or Lots by Declarant. Any such division, boundary

line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

(s) Firearms. The use of firearms within the properties is prohibited. The term "firearms" includes BB guns, pellet guns, bows, crossbows, muzzleloaders, and other firearms of all types regardless of size.

(t) Pools. No above-ground pool shall be erected, constructed, or installed on any Lot by residents.

(u) Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Association or Declarant.

(v) Tents, Trailers and other Structures. Owners or occupants shall not place upon a Lot or any part of the Properties any tent, trailer, utility shed, shack, detached garage, barn or other form of outbuilding or any other structure of a permanent or temporary nature.

(w) Drainage. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purposes of altering drainage and water flow.

(x) Tree Removal. No trees shall be removed from the Properties, except for (i) diseased or dead trees; and (ii) trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XIII of this Declaration.

(y) Sight Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall or hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

(z) Utility Lines. Except for those utility lines established by or at the direction of Declarant, no overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and electrical lines established along the outer boundaries of the Properties.

(aa) Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning unit shall be installed in any residence located on a Lot.

(ab) Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculpture fountains, flags and similar items must be approved in advance by the Architectural Control Committee.

(ac) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee.

(ad) Lighting. Except for seasonal Christmas decorative lights, which may be displayed from December 1 to January 10 only, all exterior lights must be approved by the Architectural Control Committee.

(ae) Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

(af) Fences. No dog runs, animal pens, or similar structures of any kind shall be permitted on any Lot. Fences may be erected, but only as approved by the Architectural Control Committee.

(ag) Business Use. No trade or business may be conducted in or on any Lot.

(ah) On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties, except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

3.5. Recreational Facilities; Additional Amenities. Declarant shall have the power at all times during the Class B Control Period to acquire, establish and construct Recreational Facilities and such other amenities as Declarant may determine desirable to enhance or maintain the overall uniform scheme of development for Radcliffe Place. The cost of such Recreational Facilities shall be paid out of General Assessments levied pursuant to Article XI hereof, and the cost of all additional amenities, if any, shall be paid out of Special Assessments levied pursuant to Article XI hereof. Following termination of the Class B Control Period, the foregoing rights shall vest in the Board of Directors of the Association.

3.6. Access to Recreational Facilities. Access to the Recreational Facilities within or adjacent to the Properties is

strictly subject to the rules and procedures adopted by the Association pursuant to the Association's Bylaws.

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event that an Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse but in no event shall more than one vote for each Class of membership applicable to a particular Lot be cast for such Lot.

4.2. Voting. The Association shall have two classes of membership, Class A and Class B, as follows:

(a) Class A. Class A Members shall be all Owners with the exception with the Class B Members, if any. Class A Members shall be entitled on all issues to one vote for each Lot in which they hold an interest required for membership by section 4.1 of this Article. There shall be only one vote per Lot; provided, however, no vote shall be cast or counted for any Lot not subject to assessment. All votes must be cast in person by the Voting Member at the meeting in which such vote is held.

(b) Class B. Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall be entitled to two (2) votes for each Class A member existing at any one time. The Class B Membership shall terminate upon the happening of the earlier of the following:

- (i) The date upon which no portion of the Properties is owned by Declarant; or
- (ii) The date which is ten (10) years from the date of this Declaration.

ARTICLE V: MAINTENANCE

5.1. Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter

provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance in effect, of all landscaping and flora, private streets, structures and improvements situated upon the Areas of Common Responsibility.

In the event the Board of Directors of the Association, by a two-thirds (2/3) vote determines (i) that any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair or replacement of items for which he or she is responsible hereunder; (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or family, guests, lessees or invitees, and is not covered or paid for by insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete the maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within the fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense and the cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

5.2. Owner's Responsibility. All maintenance of the Lot and all parts, both interior and exterior, of the residence and any other permitted structures located thereon shall be the responsibility of the respective Owner, and each Owner shall maintain and keep in good repair such property and all improvements in a manner consistent with the Community Wide Standard of Radcliffe Place.

ARTICLE VI: INSURANCE

6.1. Insurance. The Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance if reasonably available for all insurable improvements on the Areas of Common Responsibility. If blanket all-risk insurance is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover 100% of the replacement cost of any repair or reconstruction in the event of damage or destruction of any insured hazard.

The Board shall also obtain a public liability policy covering the Areas of Common Responsibility, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. Public liability shall have at least a _____ million dollar single-person limit as respect to bodily injury and property damage; a _____ dollar limit per occurrence if reasonably available; and a _____ dollar minimum property damage limit.

Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses of the Association and shall be included in the General Assessment as defined in Article I and as more particularly described in Article XI hereof. All policies may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and, in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

All such insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties., as further identified in paragraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in Missouri.

(b) All policies on the Areas of Common Responsibility shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the St. Louis County area.

5.2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each such individual Owner shall carry all such casualty, liability and other insurance on the Lot and structures located thereon as shall be established by Community-wide Standard or the Association. Each individual Owner further covenants and agrees that in the event of a partial loss or damage or destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

6.3. Disbursement of Proceeds; Areas of Common Responsibility. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed and payment of such repairs or reconstruction is hereinafter provided. Any proceeds remaining after defraying such cost of repairs or reconstruction to the Areas of Common Responsibility, or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owners and their respective Mortgagees as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

(b) If it is determined, as provided in Section 6.4 of this Article, that the damage or destruction to the Areas of Common Responsibility for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in a manner as provided for excess proceeds in Section 6.3(a) of this Article VI.

6.4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction,

as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Areas of Common Responsibility shall be repaired or reconstructed unless a majority of the voting Members present at a meeting in which such vote is held shall decide within sixty (60) days after the casualty not to repair or reconstruct; provided, however, that notwithstanding the foregoing, all damage or destruction to the Private Streets shall be repaired or reconstructed in a timely manner. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Areas of Common Responsibility damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Areas of Common Responsibility (excluding Private Streets) shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Properties shall be restored to their natural state and maintained as an undeveloped portion of the Areas of Common Responsibility by the Association in a neat and attractive condition.

6.5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners as permitted in Article XI hereof. Special Assessments levied for repair or reconstruction of any private Streets shall not be subject to any limitations on Special Assessments contained in this Declaration or elsewhere. Additional assessments may be made in like manner any time during or following the completion of any repair or reconstruction.

ARTICLE VII: NO PARTITION

7.1. No Partition. Except as is permitted in this Declaration and any amendments hereto, there shall be no physical partition of the Areas of Common Responsibility or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 7.3 of Article VI in a case of damage or destruction, or unless the

Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be or become subject to this Declaration.

ARTICLE VIII: CONDEMNATION

8.1. Condemnation. Whenever all or any part of the Areas of Common Responsibility shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Areas of Common Responsibility on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any Properties submitted to the Declaration, and Voting Members representing at least 75% of the Class A Members of the Association shall otherwise agree, the Association shall restore or replace the improvements so taken on the remaining Areas of Common Responsibility to the extent lands are available for the restoration or replacement of improvements, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions of Article VI hereof regarding the disbursement of funds in respect to Casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Areas of Common Responsibility, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. Notwithstanding the foregoing, if a taking involves any portion of the Private Streets, the Association shall restore or replace the same, and the cost thereof shall be paid from Special Assessments levied pursuant to Article XI hereof, without regard to any limitations on Special Assessments contained in this Declaration or elsewhere.

ARTICLE IX: ANNEXATION OF ADDITIONAL PROPERTY

9.1. Annexation Without Approval of Class A Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time at any time until the end of the Class B Control Period, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Land described in Exhibit "B" attached hereto and by reference made a part hereof, by filing in

the official records of the County of St. Louis, Missouri, an amendment annexing such Additional Land. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege and option to annex Additional Land which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said Additional Land described in Exhibit "B" attached hereto and that such transfer is evidenced by a written, recorded instrument.

9.2. Annexation with Approval of Class A Membership. Subject to the consent of the owner of the property to be annexed, upon the written consent or affirmative vote of the majority of the Class A Members of the Association present at a meeting duly called for such purpose, and of the Declarant, so long as Declarant owns properties subject to this Declaration or which may become subject in accordance with Section 9.1 of this Article, the Association may annex real property other than that described in Exhibit "B", and subject the same to the provisions of this Declaration and the jurisdiction of the Association by filing a Subsequent Amendment with respect to the property being annexed in the official records of the County of St. Louis, Missouri.

9.3. Amendment. This Article IX shall not be amended without the written consent of Declarant, so long as the Declarant owns any of the properties, together with the St. Louis County Director of Planning and any other applicable governmental entity or representative.

ARTICLE X: RIGHTS, DUTIES, POWERS AND OBLIGATIONS OF THE BOARD

10.1. Areas of Common Responsibility. The Board, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Areas of Common Responsibility and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions of this Declaration and the By-Laws.

10.2. Services. The Board may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Board on behalf of the Association or by any person or entity with whom or with which it contracts. The Board may obtain and pay for legal

and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration. The Board may, but shall not be required to, arrange as an Association expense with third parties under contract or other agreement to furnish water, trash collection, sewer service and other common and/or utility services to the Properties.

10.3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of any form of interest, ownership or otherwise, in and to tangible and intangible personal property and real property in the interest of the health, welfare, safety, recreation, entertainment, education, and for the general use by the Owners of the Properties. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests located within the Properties which are conveyed to it.

10.4. Implied Rights. The Board, acting on behalf of the Association, may exercise any other right or privilege given it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The foregoing shall include, but not be limited to, the right to borrow money, execute necessary instruments and agreements in connection therewith, and encumber by mortgage, security agreement or otherwise, such real and personal property as may be required and/or necessary to obtain such borrowed funds.

10.5. Self-help. In addition to any other remedies provided for herein, the Board, acting on behalf of the Association, or its duly authorized agent shall have the power to enter upon any Lot or any portion of the Areas of Common Responsibility to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including' reasonable attorneys' fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

10.6. Right of Entry. The Association shall have the right, in addition to and not in limitation of all the rights it may have, to enter into Lots and all improvements located thereon for emergency, security, or safety purposes, which rights may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel, utility personnel and similar emergency personnel in the performance of their respective

duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant of the Lot.

ARTICLE XI: ASSESSMENTS

11.1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

11.2. Creation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Annual General Assessments;

(b) Special Assessments, such assessments to be established and collected as hereinafter provided; and

(c) Specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorneys' fees actually incurred, shall be a charge on the applicable Lot and shall be a continuing lien upon the Lot against which each assessment is made.

11.3. Computation of General Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the, fiscal year and thirty (30) days prior to the meeting at which the budget is to be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and special expenses, if any. The Board shall cause a copy of the budget, and the amount of the General Assessments to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. So long as the total amount of General Assessments allocable to each Lot does not exceed \$1,000.00 in any one fiscal year, the budget and the General Assessments shall become effective immediately following approval by a majority of the Board of Directors during such meeting. In the event that the total amount of General Assessments allocable to each Lot does exceed \$1,000.00 for the applicable fiscal year, the budget and

the General Assessments shall become effective immediately following approval by a majority of the Voting Members present at the meeting.

11.4. Special Assessments. In addition to the other assessments authorized by this Article, the Association may levy special Assessments in any year for the purposes allowed in this Declaration. So long as the total amount of Special Assessments allocable to each Lot does not exceed \$500.00 in any one fiscal year, the Board may impose the Special Assessment without approval of the Voting Members. Any Special Assessment which would cause the amount of Special Assessments allocable to any Lot to exceed the foregoing limitation shall be effective only if approved by a vote of the majority of Voting Members (Class A Members only) present at the meeting called for such vote. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is opposed.

11.5. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid assessments on the respective Lot prior and superior to all other liens, except (a) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any first Mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) (a "First Mortgage") made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessments shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessments, its equal pro rata share of the assessments that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the vote of a Member who is in default and payment of any assessment.

11.6. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due are delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in the amount which the Board may from time to time determine. The Association shall give a notice of delinquency to any member who is not paid within ten (10) days following the due date. If the assessment is not

paid within thirty (30) days of the due date, a lien, as provided in this Article, shall attach and shall include the late charge, interest on the principal amount due (said interest being set by the Board, but which shall not to exceed the maximum legal rate), and all late charges from the date first due, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. If the assessment remains unpaid after sixty (60) days from the due date, the Association may, as determined by the Board, institute suit to collect the amounts due and to foreclose the lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as other liens for the improvement of real property may be foreclosed. The liens provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

No Owner may waive or otherwise exempt herself or himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Areas of Common Responsibility, or abandonment of the Lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then interest, then to delinquent assessments, then to any unpaid installments of the annual General Assessment or Special Assessments which are not the subject matter of suit, in the order of their coming due, and then to any unpaid installments of the annual General Assessment or Special Assessment which are the subject matter of the suit, in the order of their coming due.

11.7. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets in connection with the Areas of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association as shown on the capital budget, with respect to both amount and timing by annual capital improvement assessments over the period of the budget. The capital

contribution required shall be fixed by the Board and included within the budget General Assessment, as provided in Section 11.3 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

11.8. Subordination of the Lien to First Mortgages. The lien of the assessments, including interest, late charges, costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any First Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a First Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a First Mortgage of record or other purchaser of a Lot obtains title, his or her successors or assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which become due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all the Lots, including such acquirer, his or her successors or assigns.

11.9. Capitalization of Association. Upon acquisition of record title to a Lot from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth of the amount of the General Assessment for that Lot as determined by the Board for the current fiscal year.

11.10. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Declaration on the first day of the month following the conveyance by the first Lot by the Declarant to a Class A Member and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date upon which the Lot becomes subject to assessment hereunder shall be the date on which the later of the following occurs:

- (a) The Lot becomes subject to this Declaration; or
- (b) The appropriate official of the applicable governing entity issues a certificate of occupancy or its equivalent stating that the residence located on the applicable Lot is substantially complete and available for occupancy.

11.11. Exempt property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment from General Assessments, and Special Assessments:

(a) All Areas of Common Responsibility and all real property upon which the Sewer Treatment Facility is located;

(b) All property dedicated to and accepted by any governmental authority or private utility, including, without limitation, schools, streets and parks, together with all other properties exempted from taxation under the laws of Missouri;

(c) All Lots owned by Declarant before title to such Lots has been transferred to the first purchaser thereof at retail (as opposed to sales in bulk or at wholesale to others for development or resale).

11.12. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such events, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any short falls in collections may be assessed retroactively by the Association.

ARTICLE XII: PRIVATE SEWER DISTRICT

12.1. Use of Private Sewer District for Benefit of Properties. Declarant hereby reserves the right to establish and construct a Sewer Treatment Facility on property adjacent to or in the vicinity of the Properties. Such Sewer Treatment Facility shall be owned initially by Declarant and may be subsequently conveyed, leased, conditionally assigned or otherwise transferred at anytime by deed, license, service agreement, lease, assignment or other instrument or agreement to the Association, a Private Sewer District and/or any other Person authorized to hold an interest in or operate such Sewer Treatment Facility under the laws of the State of Missouri. The Board of Directors of the Association is hereby authorized to enter into such service agreements, leases, license agreements, assignments and other agreements as may be necessary or convenient to obtain non-exclusive sewer services provided by the Sewer Treatment Facility for the benefit of the Properties, which service agreements, leases, license agreements, assignments and other agreements shall contain such terms and provisions as the Board shall determine necessary in its sole and reasonable discretion. Each Owner, by accepting a deed to any Lot, hereby acknowledges that said Sewer Treatment Facility may provide sewer services to subdivisions and other properties in addition to the Properties.

12.2. Special Sewer Assessments. The rates and fees to be charged for provision of sewer services by the Sewer Treatment Facility to the Properties shall be established and approved by such Persons and in such manner as may be prescribed by applicable Missouri law, without necessity of approval by the Voting Members of the Association. In the absence of any specific statutory or other governmental requirements regarding the establishment of sewer rates and fees, the Declarant or its transferee or assignee shall have the sole duty and obligation to establish adequate sewer rates and fees for the provision of sewer services to the Properties by the Sewer Treatment Facility.

Within thirty (30) days following its receipt of such information, the Board shall send written notice of the sewer rates and fees to be charged for sewer services to the Properties for the current fiscal/calendar year. The Board shall have the authority to levy special sewer assessments on a pro rata basis against all Lots, and to collect the same in such manner and at such times as the Board may determine in its sole discretion, or as may be required by agreement binding the Authority. In the event of non-payment of such special sewer assessments when due by any Owner, the Association shall have all rights and powers available to it for collection, imposition of liens, and other remedies provided for non-payment of assessments described in Article XI hereof.

12.3. Annexation of property. In the event the Sewer Treatment Facility ceases operations for any reason at its present location, Declarant shall have the unilateral ability to cause annexation of the real property upon which such Sewer Treatment Facility was located in accordance with the provisions of Section 9.1 hereof. For purposes of this Section, Section 9.1 and all other applicable provisions of this Declaration, such real property shall be deemed to be Additional Land, as such term is used herein, and shall be annexed in accordance with the provisions of Article IX, Section 9.1 hereof; provided, however, that notwithstanding anything contained herein to the contrary, the foregoing right of unilateral annexation shall continue whether or not Declarant owns any portion of the Properties.

ARTICLE XIII: ARCHITECTURAL STANDARDS

13.1. General Authority. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee established in subsections (a) and (b) of this Section 13.1. This Article XIII may not be amended without Declarant's written consent, so long as the Declarant owns any land subject to the Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definitions staking, clearing, excavation, grading and other site work, and no plantings or removal of plants, trees or shrubs

shall take place except in strict compliance with this section 13.1, until the requirements thereof have been fully met, and until the approval of the Architectural Control Committee has been obtained.

(a) The Architectural Control Committee shall have the exclusive jurisdiction over all original construction on any portion of the Properties. The Architectural Control Committee shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the Architectural Control Committee shall have sole and full authority to prepare and amend the standards and procedures. It shall make both available to Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Properties and who shall conduct their operations strictly in accordance therewith. Until all the Properties have been conveyed to purchasers in the normal course of development and sale, or until the right of the Declarant to submit such properties expires, the Declarant retains the right to appoint all members of the Architectural Control Committee, which shall consist of at least three, but no more than five, persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members in the same manner as provided in subsection (b) hereof.

(b) The Architectural Control Committee shall consist of three members, all of whom shall be appointed by the Board of Directors. At the time when 95% of the Lots have been sold, the Architectural Control Committee shall be turned over to the Association. The Architectural Control Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or structures located thereon and the open space if any, appurtenant thereto.

The Architectural Control Committee shall promulgate detailed Land Use Standards governing its areas of responsibility and practice. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Architectural Control Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the

interior of his or her residence, or to paint the interior of his or her residence in any color desired. In the event the Architectural Control Committee fails to approve or disapprove such plans or to request additional information reasonably required within 45 days after submission, the plans shall be deemed approved.

13.2. No Waiver of Future Approvals. The approval of the Architectural Control Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of said Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

13.3. Variance. The Architectural Control Committee may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Architectural Control Committee from denying a variance in other circumstances.

13.4. Limitation of Liability. Neither the Board, the Architectural Control Committee or any agent thereof, nor Declarant or any of its employees, agents or consultants shall be responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Architectural Control Committee and its members shall be defended and indemnified by the Association as provided in Article XV, Section 15.3 hereof.

ARTICLE XIV: MORTGAGEE RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Lots in Radcliffe Place. The provisions of this Article apply to both this Declaration and to the By-Laws of the Association, notwithstanding any other provisions contained in this Declaration or the By-Laws; provided, however, voting percentages set forth in this Article are subject to and are controlled by higher percentage requirements, if any, set forth in this Declaration or the By-Laws for specific actions. Where indicated, these provisions apply only to "Eligible Holders," as defined in this Article .

14.1. Notices of Action. An institutional holder, insurer, or guarantor of a First Mortgage, who provides written request to the Association (which request shall state the name and address of the holder, insurer or guarantor and the Lot address), (said holder, insurer, or guarantor then becoming an "Eligible Holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a First Mortgage held, insured or guaranteed by the Eligible Holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the First Mortgage of the Eligible Holder, where such delinquency has continued for a period of sixty (60) days or any default in the performance by the Owner of any obligation under the Declaration or the Bylaws which is not cured within sixty (60) days;
- (d) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE XV: GENERAL PROVISIONS

15.1. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect until such time as all plats of Radcliffe Place may be vacated by the County of St. Louis, Missouri, or its successors, after which period of time fee simple title to the Areas of Common Responsibility shall vest in the Record Owners of all Lots in the Properties as tenants in common. The rights of said tenants in common shall be appurtenant to and in conjunction with their ownership of Lots in said Plats and any conveyance and change of ownership of any Lot shall carry with it ownership in Areas of Common Responsibility so that none of the Owners of Lots and none of the Owners of the Areas of Common Responsibility shall have such rights of ownership as to permit them to convey their ownership interest in the Areas of Common Responsibility except as is incident to the ownership of a Lot, and any sale of any Lot shall carry with it, without specifically mentioning it, all the incidents of ownership of the Areas of Common Responsibility; provided, however, that all of the rights, powers, and authority conferred upon the directors constituting the Board shall continue to be possessed by said directors.

Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the properties for a term which is the longer of: (i) thirty (30) years from the date of recordation of this Declaration, after which said covenants

and restrictions shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded, agreeing to terminate this Declaration as of the end of any such ten (10) year period, but in no event prior to the vacation of all Plats of the Properties by the County of St. Louis, Missouri, or its successors or other applicable government authority or agency; (ii) as to any subdivision of the Properties, for the duration of the subdivision encumbered hereby unless continued in effect by the vote of two-thirds (2/3) of the then Lot Owners in such subdivision by an appropriate instrument filed of record prior to the vacation of the Plats of such subdivision as aforesaid. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

15.2. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (with proper governmental approval) (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Class B membership exists, Declarant may unilaterally amend this Declaration for any other purpose (with proper governmental approval); provided, however, any such amendment shall not materially adverse the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended (with proper governmental approval) upon the affirmative vote or written consent, or any combination thereof, of at least four-sevenths (4/7) of the Class A Members present at the meeting in which such vote is held, and the consent of Declarant, so long as Declarant has an unexpired option to subject Property to this Declaration. Notwithstanding the foregoing, under no circumstances shall this Declaration be amended to modify or terminate any easement granted hereunder which runs to the benefit of a Private Sewer District, its predecessor-in-interest,

successors, transferees, licensees or assigns without the written consent of Declarant. Amendments to this Declaration shall become effective upon recordation in the St. Louis County, Missouri records, unless a later effective date is specified therein.

15.3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or any other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

15.4. Easements for Utilities. There is hereby reserved, granted and dedicated to the Association and all private and public utilities now or hereafter providing services to the Community perpetual blanket easements upon, across, above, and under all property within the Community for access, ingress, egress, installation, construction, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm water and drainage, and, as to the Association only, any other service, such as, but not limited to, a master television antenna system, a cable television system, or security system which the Association might have installed to serve the Community. It shall be expressly permissible for the Association, or its designee, as the case may be, or such public or private utility, to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

15.5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Areas of Common Responsibility adjacent thereto or as between adjacent Lots due to the unintentional placement or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Areas of Common Responsibility or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to wilful and knowing conduct on the part of an Owner, tenant, or the Association.

15.6. Reservation for Expansion. Declarant hereby reserves to itself and for Owners in all future phases, a perpetual easement and right-of-way for access over, upon, and across the Properties for construction, utilities, drainage, ingress and egress, and for use of the Areas of Common Responsibility. The location of these easements and rights of-way must be approved and documented by Declarant or the Association by recorded instruments.

15.7. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot or structure located thereon for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

15.6. Easement for Access Over Private Streets. There is hereby reserved to the general public an easement for ingress, egress and access over all private streets within the Properties, subject to such rules and regulations as may be promulgated by the Board of Directors.

15.9. Non-residential Properties; Easement and Covenant to Share Cost. The properties may contain certain nonresidential areas, including, without limitation, the Sewer Treatment Facility, which are not dedicated to the public and are neither Lots nor Areas of Common Responsibility as defined in this Declaration (hereinafter "Nonresidential Properties"). The owners of such Nonresidential Properties shall not be Members of the Association and shall not be entitled to vote, nor shall they be subject to assessment under Article XI of this Declaration. The owners of Nonresidential Properties may, at the Board's

discretion, be obligated to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Areas of Common Responsibility and thus be subject to assessment by the Association therefor. The owners of Nonresidential Properties shall not be subject to restrictions contained in this Declaration except as otherwise specifically provided herein.

15.10. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on portions of the Areas of Common Responsibility such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Lots and the structures located thereon, including, but not limited to, business offices, signs, model units and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the Recreational Facilities, if any, which may be owned by the Association, as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 15.10 shall terminate upon the earlier of (a) ten (10) years from the date of this Declaration, or (b) upon the Declarant's recording of a written statement that all sales activity has ceased.

15.11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

15.12. Severability. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not in any way affect any other provisions, which shall remain in full force and effect.

15.13. Captions. The captions of each Article and Section hereof, as to the contents of each Article and each Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

15.14. Phases. Nothing herein shall limit or restrict the Declarant or any other builder-developer from developing the Properties in phases..

15.15. Reservation of Expenditures. The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision

fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Areas of Common Responsibility within the properties.

15.16. Compliance with Laws, Etc. Notwithstanding any other condition herein, the Board of Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County, and any other governmental entity, of which the Properties may become a part. Specifically, but not by way of limitation, the Board of Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

15.17. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION NOR THE DECLARANT SHOULD IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE NOR THAT FIRE PROTECTION OR BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, TENANT, GUEST OR INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF ALL STRUCTURES LOCATED ON LOTS AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 25th day of July, 1990.

“DECLARANT”

LEGACY HOMES, a Missouri general partnership

By: The Gerald Kerr Homes Corporation, General Partner

By: _____
Title: _____

By: C.F. Vatterott & Co., General Partner

By: _____
Title: _____

“BOARD OF DIRECTORS”

By: _____
Title: Director: _____

By: _____
Title: Director: _____

By: _____
Title: Director: _____

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

On this 25th day of July, 1990, before me appeared *GERALD W. KERR*, to me personally known, who being by me duly sworn did say that he is the *PRESIDENT* of the Gerald Kerr Homes Corporation, a corporation of the State of

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Missouri, being a general partner of Legacy Homes, a Missouri general partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation and partnership, by authority of its respective board of directors and general partners, and said *GERALD W. KERR* acknowledged said instrument to be the free act and deed of said corporation and partnership.

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

NOTARY PUBLIC

My commission expires:

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

On this 26th day of *July*, 1990, before me appeared *GREGORY B. VATTEROTT*, to me personally known, who being duly sworn did say that he is the *President* of C.F. Vatterott & Co., a corporation of the State of Missouri, being a general partner of Legacy Homes, a Missouri general partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation and partnership, by authority of its respective board of directors and general partners, and said *GREGORY B. VATTEROTT* acknowledged said instrument to be the free act and deed of said corporation and partnership.

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

NOTARY PUBLIC

My commission expires:

BOOK 8813 PAGE 656

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

On this 25th day of *July*, 1990, before me appeared *MARK A. TENELBAUM, J. MICHAEL HOWELL*, and *GERALD W. KERR*, to me personally known, who being by me duly sworn did say that they are the initial directors of Radcliffe Place Community Services Association, Inc., a Missouri not-for-profit corporation, and that they executed the foregoing instrument as their free act and deed in such capacity.

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

NOTARY PUBLIC

My commission expires:

BOOK 8813 PAGE 657

EXHIBIT "A"
(Page 1 of 2)

A tract of land being part of U.S. Survey 766 and part of Lots 3 and 4 of the "Hamilton Creek Tract in Partition" recorded in Plat Book 3, Page 85 of the St. Louis City (former County) Records in U.S. Survey 3206, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the south line of U.S. Survey 766, being the Northeast corner of said property conveyed to Angus T. Lochhead, Jr., et al, by deed recorded in Book 6394, Page 1482 of the St. Louis County Records: thence North 89 degrees 51 minutes 16 seconds West 606.50 feet along the North line of said Lochhead property and the said South line of U.S. Survey 766 to a point; thence North 00 degrees 08 minutes 44 seconds East 374.28 feet to a point; thence North 78 degrees 01 minute 30 seconds East 623.12 feet to a point; thence along a curve to the left whose radius point bears North 85 degrees 33 minutes 06 seconds West 378.00 feet from the last mentioned point, a distance of 76.71 feet to a point; thence North 82 degrees 49 minutes 15 seconds East 34.00 feet to a point; thence along a curve to the left whose radius point bears South 82 degrees 49 minutes 15 seconds West 412.00 feet from the last mentioned point, a distance of 174.80 feet to a point; thence North 31 degrees 29 minutes 17 seconds West 10.00 feet to a point; thence North 58 degrees 30 minutes 43 seconds East 365.79 feet to a point; thence North 19 degrees 20 minutes 19 seconds West 380.00 feet to a point; thence North 20 degrees 18 minutes 29 seconds East 245.78 feet to a point; thence North 60 degrees 04 minutes 56 seconds East 423.53 feet to a point; thence South 22 degrees 19 minutes 56 seconds East 201.87 feet to a point; thence South 13 degrees 42 minutes 58 seconds East 748.00 feet to a point; thence South 76 degrees 17 minutes 02 seconds West 7.50 feet to a point; thence along a curve to the left whose radius point bears South 13 degrees 42 minutes 58 seconds East 797.00 feet from the last mentioned point, a distance of 57.35 feet to a point; thence South 17 degrees 50 minutes 20 seconds East 337.99 feet to a point; thence North 75 degrees 58 minutes 29 seconds East 876.59 feet to a point; thence North 88 degrees 57 minutes 41 seconds East 576.61 feet to the Southwest corner of property conveyed to Ann C. Schehan by deed recorded in Book 7125, Page 1213 of the St. Louis County Records; thence North 69 degrees 11 minutes 34 seconds East 807.77 feet along the South line of said Sheehan property to the Southeast corner thereof; thence North 00 degrees 59 minutes 39 seconds East 1,187.13 feet along the East line of said Sheehan property and its Northwardly prolongation to the centerline of said Hamilton Creek or Whitsetts Fork of Glencoe Creek as located by Volz Engineering & Surveying, Inc. during July, 19,1989; thence Eastwardly along said centerline the following course and distances: North

EXHIBIT "A"
(Page 2 of 2)

June 28, 1990

RE: 89-3224

-2-

86 degrees 19 minutes 18 seconds East 54 .14 feet, and South 87 degrees 13 minutes 29 seconds East 135.91 feet to the West line of Missouri State Highway 109 (formerly Woods Avenue), 80 feet wide; thence in a Southwardly and Southwesterly direction along the said West line of Missouri State Highway 109 (formerly Woods Avenue) the following courses and distances: along a curve to the right whose radius point bears South 70 degrees 36 minutes 29 seconds West 1,106.28 feet from the last mentioned, point, a distance of 388.28 feet, South 00 degrees 43 minutes 03 seconds West 436.15 feet, along a curve to the right whose radius point bears North 89 degrees 16 minutes 57 seconds West 1,106.28 feet from the last mentioned point, a distance of 458.51 feet to a point; thence North 65 degrees 32 minutes 08 seconds West 60.00 feet to a point on the Southwest right-of-way line being 100 feet from the centerline of said Missouri State Highway 109 (formerly Woods Avenue); thence Southwestwardly along said right-of-way line the following courses and distances: along a curve to the right whose radius point bears North 65 degrees 32 minutes 08 seconds West 1,046.28 feet from the last mentioned point, a distance of 87.10 feet, South 29 degrees 14 minutes 03 seconds West 264.76 feet to a point; thence South 60 degrees 45 minutes 57 seconds East 2.05 feet to the Northwest right-of-way line of Alt Road, 40 feet wide; thence Southwestwardly along said Northwest line of Alt Road the following courses and distances: South 39 degrees 57 minutes 47 seconds West 76.26 feet, South 35 degrees 52 minutes 47 seconds West 215.73 feet, South 49 degrees 14 minutes 47 seconds West 112.05 feet, South 76 degrees 31 minutes 47 seconds West 123.07 feet, South 55 degrees 19 minutes 06 seconds West 73.84 feet, South 52 degrees 38 minutes 01 second West 100.66 feet to the Northwest right-of-way line of Alt Road, being 20 feet Northwest of the centerline as shown on the Record Plat of "Carr Creek Estates Plat One," a subdivision according to the plat thereof recorded in Plat Book 193, Pages 62 and 63 of the St. Louis County Records; thence Southwestwardly and Southwardly along the Northwest and the West line of Alt Road the following courses and distances: along a curve to the right whose radius point bears North 37 degrees 21 minutes 59 seconds West 465.00 feet, from the last mentioned point, a distance of 145.07 feet, South 70 degrees 30 minutes 33 seconds West 248.26 feet, South 71 degrees 45 minutes 42 seconds West 187.34 feet, along a curve to the left whose radius point bears in South 18 degrees 14 minutes 18 seconds East 287.59 feet from the last mentioned point, a distance of 242.48 feet, South 23 degrees 27 minutes 14 seconds West 51.32 feet; thence along a curve to the right whose radius point bears North 66 degrees 32 minutes 46 seconds West 2,380.00 feet from the last mentioned point, a distance of 315.96 feet, South 31 degrees 03 minutes 37 seconds West 175.68 feet, along a curve to the right whose radius point bears North 58 degrees 56 minutes 23 seconds West 600.00 feet from the last mentioned point, a distance of 134.98 feet to a point; thence North 29 degrees 02 minutes 25 seconds West 476.66 feet to a point; thence South 65 degrees 51 minutes 06 seconds West 1,121.08 feet to a point; thence North 89 degrees 28 minutes 56 seconds West 458.11 feet to the West line of said U. S. Survey 3206, being also the East line of the aforementioned Lochhead property; thence North 00 degrees 31 minutes 08 seconds East 790.92 feet along said West line of said U.S. Survey 3206, and said East line of said Lochhead property to the point of beginning and containing 110.947 acres according to calculations by Volz Engineering & Surveying, Inc. on June 28, 1990.

Richard W. Norvell, President
Land Survey Division

EXHIBIT "B"
(Page 1 of 6)

A tract of land being part of U.S. Survey 766, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as: Beginning at the Northwest corner of property conveyed to Ann C. Sheehan, by deed recorded in Book 7125, Page 1213 of the St. Louis County Records; thence South 00 degrees 59 minutes 39 seconds West 1,343.54 feet along the West line of said Sheehan property to the Southwest corner thereof; thence South 88 degrees 57 minutes 41 seconds West 576.61 feet to a point; thence South 75 degrees 58 minutes 29 seconds West 876.56 feet to a point; thence North 17 degrees 50 minutes 20 seconds West 337.99 feet to a point; thence along a curve to the right whose radius point bears South 17 degrees 50 minutes 20 seconds East 797.00 feet from the last mentioned point, a distance of 57.35 feet to a point; thence North 76 degrees 17 minutes 02 seconds East 7.50 feet to a point; thence North 13 degrees 42 minutes 58 seconds West 748.00 feet to a point; thence North 22 degrees 19 minutes 56 seconds West 798.87 feet to the centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek as located by Elbring Surveying Company on October 15, 1972; thence in an Eastwardly direction along said centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek being also the South line of "Whitsetts Fork Plat Two", a subdivision according to the plat thereof recorded in Plat Book 173, Page 72 of the St. Louis County Records and the South line of property conveyed to Laura K. Haverstick by deed recorded in Book 7598, Page 222 of the St. Louis County Records the following courses and distances: North 84 degrees 08 minutes 03 seconds East 276.93 feet, South 38 degrees 48 minutes 40 seconds East 207.70 feet, South 84 degrees 43 minutes 07 seconds East 196.19 feet, South 16 degrees 41 minutes 02 seconds East 133.68 feet, North 86 degrees 32 minutes 55 seconds East 171.07 feet, North 34 degrees 39 minutes 01 second East 97.40 feet, North 39 degrees 10 minutes 04 seconds East 183.12 feet, South 76 degrees 26 minutes 12 seconds East 158.16 feet, South 58 degrees 33 Minutes 01 second East 211.13 feet, North 83 degrees 53 minutes 19 seconds East 140.63 feet, South 78 degrees 25 minutes 33 seconds East 248.57 feet, North 04 degrees 21 minutes 34 seconds East 124.61 feet, North 89 degrees 34 minutes 20 seconds East 189.12 feet, South 22 degrees 32 minutes 52 seconds East 142.96 feet, and North 83 degrees 41 minutes 51 seconds East 20.68 feet to the point of beginning and containing 57.565 acres according to calculations by Volz Engineering & Surveying, Inc. December 5, 1989.

EXHIBIT "B"
(Page 2 of 6)

A tract of land being part of Lots 3, 4, and 5 of the "Hamilton Creek. Tract in Partition" recorded in Plat Book 3, Page 85 of the .St. Louis City (former County) Records in U. S. Survey 3206, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the West line of said U.S. Survey 3206, said point being the Southwest corner of said Lot 5 of the "Hamilton Creek Tract in Partition" being also the Southeast corner of Section 23, Township 44 North - Range 3 East, being also the Southeast corner of property conveyed to Angus T. Lochhead, Jr., et al, by deed recorded in Book 6394, Page 1482 of the St. Louis County Records; thence North 00 degrees 31 minutes 08 seconds East 2,368.78 feet along the West line of said Lots 4 and 5 of the "Hamilton Creek Tract in Partition" being the West line of said U.S. Survey 3206 and the East line of said Lochhead property to a point; thence South 89 degrees 28 minutes 56 seconds East 458.11 feet to a point; thence North 65 degrees 51 minutes 06 seconds East 1121.08 feet to a point; thence South 29 degrees 02 minutes 25 seconds East 476.66 feet to the Northwest right-of-way line of Alt Road, 40 feet wide; thence Southwestwardly along said Northwest Right-of-way line of Alt Road the following courses and distances: along a curve to the right whose radius point bears North 46 degrees 03 minutes 00 seconds West 600.00 feet from the last mentioned point, a distance of 250.47 feet, South 67 degrees 52 minutes 05 seconds West 152.07 feet, along a curve to the left whose radius point bears South 22 degrees 07 minutes 55 seconds East 930.79 feet from the last mentioned point, a distance of 208.10 feet, South 55 degrees 03 minutes 05 seconds West 25.09 feet, along a curve to the left whose radius point bears South 34 degrees 56 minutes 55 seconds East 248.00 feet from the last mentioned point, a distance of 135.79 feet, South 23 degrees 40 minutes 51 seconds West 127.27 feet, along a curve to the right whose radius point bears North 66 degrees 19 minutes 09 seconds West 1,230.00 feet from the last mentioned point, a distance of 183.24 feet, South 32 degrees 12 minutes 59 seconds West 145.47 feet, along a curve to the left whose radius point bear South 57 degrees 47 minutes 01 second East 797.19 feet from the last mentioned point, a distance of 327.39 feet, along a curve to the left whose radius point bears South 81 degrees 18 minutes 49 seconds East 1,772.39 feet from the last mentioned point, a distance of 315.91 feet, along a curve to the right whose radius point bears South 88 degrees 28 minutes 27 seconds West 980.00 feet from the last mentioned point, a distance of 218.99 feet, South 10 degrees 56 minutes 27 seconds West 45.40 feet, along a curve to the left whose radius point bears South 78 degrees 43 minutes 32

EXHIBIT "B"
(Page 3 of 6)

seconds East 1,670.00 feet from the last mentioned point, a distance of 184.49 feet, South 04 degrees 56 minutes 41 seconds West 225.43 feet, along a curve to the right whose radius point bears North 85 degrees 03 minutes 19 seconds West 880.00 feet from the last mentioned point, a distance of 224.93 feet, South 19 degrees 35 minutes 23 seconds West 40.60 feet, and along a curve to the right whose radius point bears North 70 degrees 24 minutes 37 seconds West 530.00 feet from the last mentioned point, a distance of 53.35 feet to the South line of aforementioned Lot 5 of the "Hamilton Creek Tract in Partition" being also the North line of property conveyed to Joe Carroll and wife by deed recorded in Book 7283, Page 267 of the St. Louis County Records; thence North 89 degrees 33 minutes 47 seconds West 596.92 feet along said South line of Lot 5 and the North line of said Carroll property to the point of beginning and containing 53.611 acres according to calculations by Volz Engineering & Surveying, Inc. on December 5, 1989.

EXHIBIT "B"
(Page 4 of 6)

A tract of land being part of U.S. Survey 766, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the South line of said U.S. Survey 766, and the North line of property conveyed to Angus T. Lochhead, Jr., etal by deed recorded in Book 6394, Page 1482 of the St. Louis County Records; said point being distant North 89 degrees 51 minutes 16 seconds West 606.50 feet from the Northeast corner of said Lochhead property; thence North 89 degrees 51 minutes 16 seconds West 1,225.01 feet along the North line of said Lochhead property and the said South line of U.S. Survey 766 to the Southwest corner of said U.S. Survey 766; thence North 00 degrees 27 minutes 10 seconds East 2,441.20 feet along the West line of said U.S. Survey 766 and the East line of U.S. Survey 2032 to the South line of property conveyed to John T. Nies and wife by deed recorded in Book 6841, Page 962 of the St. Louis County Records, said point being in the centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek as located by Elbring Surveying Company on October 15, 1972; thence in an Eastwardly direction along said centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek being also the South line of said Nies property, South line of "Whitsetts Fork Plat Five", a subdivision according to the plat thereof recorded in Plat Book 215, Page 17 of the St. Louis County Records and "Whitsetts Fork Plat Two", a subdivision according to the plat thereof recorded in Plat Hook 173, Page 72 of the St. Louis County Records the following courses and distances: North 83 degrees 39 minutes 31 seconds East 157.34 feet, South 89 degrees 15 minutes 39 seconds East 180.11 feet, North 40 degrees 13 minutes 15 seconds East 188.82 feet, North 80 degrees 30 minutes 35 seconds East 181.21 feet, South 73 degrees 00 minutes 17 seconds East 343.43 feet, North 70 degrees 47 minutes 28 seconds East 74.23 feet, South 26 degrees 41 minutes 19 seconds East 236.4.9 feet, South 22 degrees 53 minutes 54 seconds East 94.16 feet, South 85 degrees 07 minutes 41 seconds East 92.92 feet, North 17 degrees 03 minutes 34 seconds East 162.35 feet, South 79 degrees 27 minutes 22 seconds East 136.47 feet, North 49 degrees 28 minutes 19 seconds East 101.16 feet, South 26 degrees 15 minutes 02 seconds East 108. 7 3 feet, North 57 degrees 55 minutes 48 seconds East 276.33 feet, South 32 degrees 46 minutes 49 seconds East 133.25 feet, South 82 degrees 16 minutes 46 seconds East 86.23 feet, South 22 degrees 38 minutes 14 seconds East 99.95 feet, and North 84 degrees 08 minutes 03

EXHIBIT "B"

(Page 5 of 6)

seconds East 190.00 feet to a point; thence South 22 degrees 19 minutes 56 seconds East 597.00 feet to a point; thence South 60 degrees 04 minutes 56 seconds West 423.53 feet to a point; thence South 20 degrees 18 minutes 29 seconds West 245.78 feet to a point; thence South 19 degrees 20 minutes 19 seconds East 380.00 feet to a point; thence South 58 degrees 30 minutes 43 seconds West 365.79 feet to a point; thence South 31 degrees 29 minutes 17 seconds East 10.00 feet to a point; thence along a curve to the right whose radius point bears South 58 degrees 30 minutes 43 seconds West 412.00 feet from the last mentioned point, a distance of 174.80 feet to a point; thence South 82 degrees 49 minutes 15 seconds West 34.00 feet to a point; thence along a curve to the right whose radius point bears South 82 degrees 49 minutes 15 seconds West 378.00 feet from the last mentioned point, a distance of 76.71 feet to a point; thence South 78 degrees 01 minute 30 seconds West 623.12 feet to a point; thence South 00 degrees 08 minutes 44 seconds West 374.28 feet to the point of beginning and containing 109.638 acres according to calculations by Volz Engineering & Surveying, Inc. December 5, 1989.

EXHIBIT "B"
(Page 6 of 6)

A tract of land located in U.S. Survey 2032 and also in part of Lot 1 of the WHITSETT ESTATE, Township 44 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the East line of U.S. Survey 2032, said point being at the Southeast corner of a tract of land conveyed to Andrew P. Deschu by deed recorded in Book 5254 page 415 of the St. Louis County Records said point also being the Southeast corner of Lot 1 of the Subdivision In Partition of the Estate of John Whitsett, thence along the South line of said Deschu tract North 89 degrees 15 minutes 59 seconds West 918.75 feet to a point, thence leaving said South line North 0 degrees 26 minutes 49 seconds East 2302.35 feet to a point on the North side of Hamilton Creek or Whitsetts Fork of Glencoe Creek, thence Eastward and 25 feet North of the centerline of said creek the following courses and distances: North 55 degrees 57 minutes 01 second East 134.95 feet, South 72 degrees 31 minutes 59 seconds East 113.42 feet North 77 degrees 08 minutes 01 seconds East 107.04 feet South 76 degrees 40 minutes 59 seconds East 68.93 feet, North 83 degrees 52 minutes 01 second East 366.80 feet. South 79 degrees 33 minutes 59 seconds East 115.16 feet and North 86 degrees 52 minutes 26 seconds East 50.00 feet to a point on the East line of U.S. Survey 2032, thence leaving said North line and along the East line of U.S. Survey 2032 South 0 degrees 26 minutes 49 seconds West 2384.65 feet to the point of beginning and containing 50.00 Acres as per survey by the Elbring Company during April, 1973; EXCEPTING THEREFROM that part of the above described property lying North of the centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek.

Exhibit "C"
(Page 1 of 1)

A tract of land being part of U.S. Survey 766, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as: Beginning at the Northwest corner of property conveyed to Ann C. Sheehan as described in the deed recorded in Book 7125, Page 1213 of the St. Louis County Records, said point being on the centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek; thence along said centerline of creek. North 83 degrees 41 minutes 51 seconds East 526.12 feet to a point; thence South 63 degrees 13 minutes 05 seconds East 253.37 feet to the East line of said Sheehan property; thence South 00 degrees 59 minutes 39 seconds West 863.95 feet to a point; thence South 69 degrees 11 minutes 34 seconds West 807.77 feet to the West line of said Sheehan property; thence North 00 degrees 59 minutes 39 seconds East 1207.36 feet to the point of beginning and containing 18.67 acres according to calculations by Volz Engineering & Surveying, Inc. based on record information.

A tract of land being part of U.S. Survey 766, Township 44 North - Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the East line of property conveyed to Ann C. Sheehan as described in the deed recorded in Book 7125 Page 1213 of the St. Louis County Records, said point being distant North 00 degrees 59 minutes 39 seconds East 1005.13 feet from the Southeast corner thereof; thence North 63 degrees 13 minutes 05 seconds West 302.61 feet to the centerline of Hamilton Creek or Whitsetts Fork of Glencoe Creek; thence Eastwardly along said centerline the following courses and distances: North 80 degrees 31, minutes 28 seconds East 277.09 feet, North 79 degrees 05 minutes 48 seconds East 70.89 feet, South 80 degrees 18 minutes 14 seconds East 67.02 feet, South 70 degrees 14 minutes 54 seconds East 35.20 feet, and North 86 degrees 19 minutes 18 seconds East 72.00 feet to a point; thence South 16 degrees 50 minutes 05 seconds East 422.31 feet to a point; thence South 71 degrees 18 minutes 33 seconds West 138.00 feet to a point; thence North 40 degrees 54 minutes 48 seconds West 359.42 feet to the point of beginning and containing 3.000 acres according to calculations by Volz Engineering & Surveying, Inc. April 10, 1990.

Richard W. Norvell, President
Land Survey Division
Mo. Reg. L.S. #1437

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RADCLIFFE PLACE COMMUNITY SERVICES ASSOCIATION**

This instrument executed this 24th day of July, 2000, by **Charles F. Vatterott Construction Co.**, (successor declarant to Legacy Homes, Inc.), a Missouri Corporation referred to herein as "Declarant".

WHEREAS, it is the purpose of this instrument to amend that certain Declaration of Covenants, Conditions and Restrictions for Radcliffe Place Community Services Association, dated July 25, 1990 and recorded in Book 8813 Page 616 of the St. Louis County Records (the "Declaration"): and

WHEREAS, Declarant is the duly appointed successor Declarant for Radcliffe Place Subdivision Plats as set forth in an instrument recorded on the 16th day of February, 1994 in Book 10097 Page 2082 of the St. Louis County Records; and

WHEREAS Section 15.2 of Article XV of the Declaration provides that so long as the Class B membership exists, Declarant may unilaterally amend the Declaration, and

WHEREAS, Declarant owns lots in the recorded Radcliffe Place Subdivision and consequently in accordance with the provisions of Section 4.2 of Article IV of the Declaration, Class B membership still exists, and

WHEREAS, Declarant desires to amend said Indenture for the common benefit of all Lot Owners in Radcliffe Place, and

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

ARTICLE II, Section 2.5 Election of Directors Last sentence shall read as follows:

In the event that any director elected hereunder shall die or become unable for any reason to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them, as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select an interim successor to serve until the next annual meeting, at which time an election shall take place to fill the vacancy.

Article III, Section 3.4 (e) -Paragraph One - Delete "No trade or business of any kind may be conducted." And in lieu thereof should read.

3.4 (e) Use of Lots. Except as may otherwise be expressly provided in the Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption or marriage. A home business, trade or

avocation is allowed within the limits of State and Local ordinances, so long as the business, trade or avocation involved creates no noticeable, objectionable or obvious change to the residential character of the community and upon prior written approval of the Board of Directors. Prohibited activities would include, but not be limited to: regular and excessive traffic, noxious odors, excessive light, noise or trash.

Paragraph Two remains unchanged.

ARTICLE III, 3.4 (ag) Business Use. Delete "No trade or business may be conducted in or on any lot." And in lieu thereof should read:

3.4 (ag) Business Use. No business, trade or avocation may be conducted in or on any lot other than specified in Article III, 3.4 (e) hereof.

ARTICLE III, 3.4 (ab) Artificial Vegetation, Exterior Sculpture and Similar items. Add "except for seasonal decorations" as underlined below.

3.4 (ab) Artificial Vegetation, Exterior Sculpture and Similar items. No artificial vegetation shall be permitted on the exterior of any portion of the properties, except for seasonal decorations. Exterior sculpture, fountains, flags and similar items must be approved in advance by the Architectural Control Committee.

ARTICLE III, 3.4(ad) Lighting. Delete original paragraph, and in lieu thereof should read:

3.4 (ad) Lighting. Tasteful exterior landscape and accent lighting is allowed, but must not be objectionable. This includes seasonal and holiday lighting within the normal definition of the season.

ARTICLE VI - INSURANCE: Second Paragraph shall read as follows:

The Board shall also obtain a public liability policy covering the Areas of Common Responsibility, the Association, and its Members, for all damage or injury caused by the negligence of the Association or any of its Members or agents. Public liability shall have at least a one (1) million dollar single-person limit as respect to bodily injury and property damage; a two (2) million dollar limit per occurrence if reasonably available; and one (1) million dollar minimum property damage limit. These limits are to be reported annually at the general membership meeting.

In all other respects, the Covenants, Conditions and Restrictions for Radcliffe Place Community Services Association as previously recorded are reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Indenture the date and year first appearing above.

DECLARANT AND OWNER:

CHARLES F. VATTEROTT CONSTRUCTION CO.

BY: _____
Gregory B. Vatterott, President

SEAL

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

On this 24th day of July, 2000, before me appeared Gregory B. Vatterott, to me personally known, who being by me duly sworn, did say that he is the President of Charles F. Vatterott Construction Co., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Gregory B. Vatterott acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have set my hand and affixed my seal in the County and State aforesaid the day and year first written above.

Marilyn H. Haggerty, Notary Public

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RADCLIFFE PLACE COMMUNITY SERVICES ASSOCIATION**

This instrument executed this 24th day of July, 2000, by Charles F. Vatterott Construction Co., (successor declarant to Legacy Homes, Inc.), a Missouri Corporation referred to herein as "Declarant".

WHEREAS, it is the purpose of this instrument to amend that certain Declaration of Covenants, Conditions and Restrictions for Radcliffe Place Community Services Association, dated July 25, 1990 and recorded in Book 8813 Page 616 of the St. Louis County Records (the "Declaration"): and

WHEREAS, Declarant is the duly appointed successor Declarant for Radcliffe Place Subdivision Plats as set forth in an instrument recorded on the 16th day of February, 1994 in Book 10097 Page 2082 of the St. Louis County Records; and WHEREAS Section 15.2 of Article XV of the Declaration provides that so long as the Class B membership exists, Declarant may unilaterally amend the Declaration, and

WHEREAS, Declarant owns lots in the recorded Radcliffe Place Subdivision and consequently in accordance with the provisions of Section 4.2 of Article IV of the Declaration, Class B membership still exists, and

WHEREAS, Declarant desires to amend said Indenture for the common benefit of all Lot Owners in Radcliffe Place, and

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

ARTICLE II, Section 2.5 Election of Directors. Last sentence shall read as follows:

In the event that any director elected hereunder shall die or become unable for any reason to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them, as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select an interim successor to serve until the next annual meeting. at which time an election shall take place to fill the vacancy.

Article III, Section 3.4 (e) -Paragraph One - Delete "No trade or business of any kind may be conducted." And in lieu thereof should read.

3.4 (e) Use of Lots. Except as may otherwise be expressly provided in the Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption or marriage. A home business, trade or

avocation is allowed within the limits of State and Local ordinances, so long as the business, trade or avocation involved creates no noticeable, objectionable or obvious change to the residential character of the community and upon prior written approval of the Board of Directors. Prohibited activities would include, but not be limited to: regular and excessive traffic, noxious odors, excessive light, noise or trash.

Paragraph Two remains unchanged.

ARTICLE III, 3.4 (ag) Business Use. Delete "No trade or business may be conducted in or on any lot." And in lieu thereof should read:

3.4 (ag) Business Use. No business, trade or avocation may be conducted in or on any lot other than specified in Article III, 3.4Ce) hereof.

ARTICLE III, 3.4 (ab) Artificial Vegetation, Exterior Sculpture and Similar items. Add "except for seasonal decorations" as underlined below.

3.4 (ab) Artificial Vegetation, Exterior Sculpture and Similar items. No artificial vegetation shall be permitted on the exterior of any portion of the properties, except for seasonal decorations. Exterior sculpture, fountains, flags and similar items must be approved in advance by the Architectural Control Committee.

ARTICLE III, 3.4(ad) Lighting. Delete original paragraph, and in lieu thereof should read:

3.4 (ad) Lighting. Tasteful exterior landscape and accent lighting is allowed, but must not be objectionable. This includes seasonal and holiday lighting within the normal definition of the season.

ARTICLE VI - INSURANCE: Second Paragraph shall read as follows:

The Board shall also obtain a public liability policy covering the Areas of Common Responsibility, the Association, and its Members, for all damage or injury caused by the negligence of the Association or any of its Members or agents. Public liability shall have at least a one (1) million dollar single-person limit as respect to bodily injury and property damage; a two (2) million dollar limit per occurrence if reasonably available; and one (1) million dollar minimum property damage limit. These limits are to be reported annually at the general membership meeting.

In all other respects, the Covenants, Conditions and Restrictions for Radcliffe Place Community Services Association as previously recorded are reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Indenture the date and the year first appearing above.

DECLARANT AND OWNER

CHARLES F. VATTEROTT CONSTRUCTION CO.

BY: _____
Gregory B. Vatterott, President

SEAL

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

On this 24th day of July, 2000, before me appeared Gregory B. Vatterott, to me personally known, who being by me duly sworn, did say that he is the President of Charles F. Vatterott Construction Co., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Gregory B. Vatterott acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have set my hand and affixed my seal in the County and State aforesaid the day and year first written above.

Marilyn H. Haggerty, Notary Public

