

JUST A
DECLARATION

DECLARATION OF COVENANTS AND
CONDITIONS AND BY-LAWS FOR
HEATHROW BATH CLUB

THIS DECLARATION, made this 30th day of August, 1990, by CHRISTOPHER LAKES DEVELOPMENT COMPANY, a Missouri general partnership, hereinafter referred to as "Christopher Lakes", and THE JONES COMPANY CUSTOM HOMES, INC., a Missouri corporation, hereinafter referred to as "Jones"; Christopher Lakes and Jones are hereinafter sometimes collectively referred to as "Declarant".

WITNESSETH, THAT:

WHEREAS, Christopher Lakes is the developer of a certain tract of land situated in the County of St. Louis, State of Missouri, being more particularly described on Exhibit A attached hereto and made a part hereof by reference, which said tract has been subdivided under the name "South Oaks" and is herein referred to as the "Properties"; and

WHEREAS, Jones is the contract purchaser from Christopher lakes of Lots in the Properties and is in the process of building and marketing residences for sale on such Lots; and

795 WHEREAS, Jones holds unrecorded powers of attorney from the owners of those Lots which it has conveyed authorizing the recording of this Declaration; and

WHEREAS, Declarant is desirous of providing the use of a swimming pool and ancillary facilities to purchasers of its residences in the Properties; and

WHEREAS, it is the purpose and intention of Declarant by this Declaration to preserve the Common Area (as hereinafter defined) and to protect and maintain the same for and against certain uses; and

WHEREAS, all reservations, limitations, conditions and covenants herein, any and all of which are hereinafter sometimes referred to as "restrictions", are jointly and severally for the benefit of all persons entitled to use and enjoy the Common Area.

NOW, THEREFORE, Declarant hereby declares that the Common Area shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the desirability of, and which shall run with, the Common Area and be binding on all parties having any right, title or interest in the Common Area, their heirs, successors and assigns, and shall enure to the benefit of all such parties.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to Heathrow Bath Club, a Missouri not-for-profit corporation, its successors and assigns.

2. "Member" shall mean and refer to each member of the Association, it being expressly understood that membership in the Association shall be limited to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties (as hereinafter defined), including contract sellers, but excluding those having such interests merely as security for the performance of an obligation and excluding Declarant and its successors or assigns who acquire Lots within the Properties for development and resale purposes.

3. "Properties" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Members, which shall include all swimming pools, streets, roads, parking lots, common property and easements therefor, and also easements for public utilities, storm water and sanitary sewers and drainage facilities contained in said Common Area.

5. "Lot" shall mean and refer to any Lot constituting a portion of the Properties and any other plot of land, with the exception of Common Ground, shown on any recorded subdivision plat of the Properties.

6. "Declarant" shall collectively mean and refer to Christopher Lakes Development Company, a Missouri general partnership, and The Jones Company Custom Homes, Inc., a Missouri corporation, their successors and assigns.

ARTICLE II
PROPERTY RIGHTS

1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid,

and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded.

2. Delegation of Use. Any Member may delegate, in accordance herewith, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in the Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every owner of a Lot which is subject to assessment hereunder shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members and the vote for any such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

1. Number. The affairs of the Association shall be managed by a Board of three (3) Directors. The original Board shall consist of Homer Clark, Michael Hughes and Debra Lowery, whose successors shall be appointed by Jones so long as Jones continues to own one (1) Lot within the Properties and thereafter by Christopher Lakes so long as it continues to own one (1) Lot within the Properties.

2. Term and Election. Within ten (10) business days after conveyance of all Lots within the Properties to Members, or on such earlier date as Declarant may elect, Declarant shall schedule a meeting of the Members the purpose of which is to elect successor Directors of the Association; provided, however, if either Jones or Christopher Lakes ceases to have an interest in the Properties prior to the conveyance of all Lots as aforesaid, then the other shall act alone in scheduling such meeting. The term of the Declarant appointed Directors shall expire upon election of their successors by the Members. One such successor shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term, the date of commencement of such term to be the date of election, and all successor Directors thereafter elected

shall be elected for three (3) year terms. All successor Directors elected hereunder shall be Members of the Association or officers of corporate Members of the Association.

3. Compensation. No Director shall receive compensation for services rendered to the Association; provided, however, any Director may be reimbursed for actual expenses incurred in the performance of his duties hereunder.

4. Removal. Should any member of the Board other than Declarant's appointees cease to be a Member of the Association, his term of office shall automatically terminate. At any time, for cause, a Director or Directors (other than Declarant's appointees) may be removed from the Board by vote of a majority of the Members, whereupon a successor or successors shall be elected by a majority of the Members.

ARTICLE V MEETING OF MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year after the date of election of the first Member constituted Board of Directors of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a Saturday, Sunday or legal holiday in the State of Missouri, the meeting will be held at the same hour on the first business day thereafter.

minutes?

2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors of the Association, or, subsequent to the first annual meeting of the Members, upon written request of ten percent (10%) of the members who are entitled to vote.

3. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes shall, except as otherwise expressly provided herein or in the Articles of Incorporation of the Association, constitute a quorum for any action; provided, however, if such quorum shall not be present or represented at any meeting, the Members in attendance

and entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at any meeting, until a quorum as aforesaid shall be present or represented.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE VI MEETINGS OF DIRECTORS

1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decisions done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The offices of the Association shall be a president and vice president, who shall at all times be members of the Board if Directors, a secretary and a treasurer and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Board and shall each hold office for one (1) year unless an officer shall sooner resign or be removed or otherwise become disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

8. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

9. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

10. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

* 11. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Member by acceptance of a deed for his Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges; and,

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; PROVIDED, HOWEVER, that no such assessment shall be levied until the facility and/or pool for which levied has been completed and no part of such assessment shall be expended in payment of the costs of original construction; and, PROVIDED, FURTHER, that ~~no~~ property exempt from assessment under Paragraph 10 of this Article VIII shall be subject to assessment hereunder. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Member at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Area.

3. Maximum Annual Assessment. (a) Until January 1 of the year immediately following the conveyance of the first Lot to a Member, the maximum annual assessment shall be ~~Four~~ ^{THREE} Hundred and 00/100 Dollars (~~\$400.00~~) per Lot. *WMC \$300.00*

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Member, the maximum annual assessment shall be an amount equal to the greater of (1) the aforesaid assessment or (2) a sum equal to the aforesaid assessment multiplied by a fraction, the numerator of which shall be the Consumer Price Index (St. Louis, Missouri, All Items, All Urban Consumers 1982-1984 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics, for November of the year prior to the then current assessment year, and the denominator of which shall be the Consumer Price Index for November of the year prior to the year in which the first conveyance to a Member occurs. If the Bureau of Labor Statistics changes the form

or basis of calculating the Consumer Price Index, the Board of Directors shall request the Bureau to make available a monthly Consumer Price Index in its present form and calculated on the same basis as the Index in use as of the date hereof; if the same shall not be available in any event, the Board of Directors shall derive a substitute, which will, as nearly as practicable, reflect the same information on the same basis as the existing Consumer Price Index.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

* 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting Members who are voting in person or by proxy at a meeting called for such purpose.

5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Members' Lots, and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Member. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certi-

ificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at an annual rate of two percent (2%) in excess of the prime rate of interest from time to time announced by Mercantile Bank of St. Louis, N.A., St. Louis, Missouri. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Member's Lot. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust upon or against a Lot. Sale or transfer of any Lot shall not effect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure shall extinguish the line of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Wholly and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority;

(b) The Common Area;

(c) All properties owned by a charitable or a non-profit organization exempt from taxation by the laws of the State of Missouri; and

(d) Prior to completion of construction and until such time as the Lot thereon may be occupied by or conveyed for residential purposes, all Lots owned by Declarant or its successors or assigns which acquire Lots for development and not for residential use. No land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct

of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) Prescribe and enforce reasonable rules and regulations with respect to the streets, lanes, roads, parking lots and easements within the Common Area (except those easements which are now or hereafter dedicated to public bodies and agencies) as are necessary to maintain, supervise and insure the proper use of such streets, lanes, roads, parking lots and easements by the Members and by necessary public utilities, including the right to themselves and to others to whom they may grant permission to construct, operate and maintain ownership over and under said easements and streets, sewers, pipes, wires and other facilities and public utilities;

(d) Construct, reconstruct, maintain and repair roadways, driveways, pavements, gutters and curbing, or any of them, in and upon the aforesaid streets, lanes, roads and parking lots, or any of them. To construct, reconstruct, maintain and repair appropriate gates or entrance ways at all or any of the points where said streets, lanes or roads terminate or intersect any public street or highway; to exercise full authority over entrances to the Common Area now or hereinafter existing from any adjoining public highways or other means of entry; and to plant, grow and preserve trees and shrubbery in any appropriate places in or upon said streets, roads, lanes, parkways and all other common property;

(e) Publicly dedicate the private streets and easements or any portion or portions thereof and any sanitary sewers and sanitary sewage treatment facilities whenever such dedications would be accepted by a proper public agency;

(f) Abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Louis County, Missouri, when such abandonment is approved by any public agency to which the easement is dedicated;

(g) Prevent and defend, in the name of the Association, any infringement and compel the performance of any restrictions set out herein. This provision is intended to be cumulative and not to limit the right of any Member to proceed in his own behalf, and the power and authority herein granted to the Directors is intended to be discretionary and not mandatory. The costs and expenses

incurred by the Directors in any such proceeding shall be paid out of any general fund then in hand or thereafter collected by general assessment against the Lots;

(h) Receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration, any gift, grant, conveyance or donation of money or real or personal property;

(i) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions hereof or the Articles of Incorporation;

(j) Declare the office of a member of the Board of Directors to be vacant in the event such a member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(k) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided above, to fix, levy and collect annual and special assessments;

(d) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) Cause the Common Area to be maintained; and

(g) Notwithstanding any other condition herein, the Directors shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County and for such purpose shall not be limited to the maximum assessment provided herein. Specifically, and not by way of limitation, the Directors shall make provision for the main-

tenance and operation of any street lights, roadways and/or easements in the Common Area.

ARTICLE X GENERAL PROVISIONS

1. Enforcement. If a Member or Members, their heirs, executors, administrators, grantees or assigns, or any one of them hereinafter owning any of the Lots subject to assessment hereunder, shall infringe or attempt to infringe, or omit to perform any covenants as aforesaid, or comply with any restriction which is, by its provisions, to be kept and performed by it, or him or them, it shall be lawful for any other person or persons owning any Lots subject to assessment hereunder, or having a legally recognizable interest in such Lots by lien, mortgage, deed of trust or contract or option for purchase, or for the Association on behalf of and for the benefit of either themselves or said Member or Members as aforesaid, or for any or either of them as trustees of an express trust, to prosecute any proceedings in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant or restrict, either to prevent it, him or them from doing so, or to recover damages for such infringement or omission. The expense of the Association incurred in such proceedings shall be refunded out of any damage recovered or may be refunded out of any general fund then on hand or thereafter collected by general assessment against the Members. It is further declared and provided that while the restrictions, limitations, conditions and covenants in this Declaration shall be valid and binding, and must be kept, observed and performed by every Member and occupant of any Lot embraced, yet, they are not to be enforced personally against the Declarant unless it, while owning, occupying or controlling a Lot shall have violated or failed to perform the restrictions or covenants embracing such Lot controlled by it.

2. Duration, Amendment and Termination. This Declaration and the restrictions, limitations, conditions and covenants herein contained shall be and remain in force and effect until such time as all plats of Heathrow (recorded as South Oaks) may be vacated by the County of St. Louis or its successors. Prior to the election or appointment of a Member constituted Board of Directors of the Association, the restrictions, conditions, limitations or covenants of this Declaration may from time to time be altered, modified, amended, released, discontinued, terminated or extended by the Declarant, and thereafter by the Owners of a majority of the Members, executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the Office of the Recorder of Deeds of St. Louis County, Missouri.

3. Severability. The restrictions, limitations, conditions and covenants contained in this Declaration are to be construed independently, and in the event that any of them shall be declared

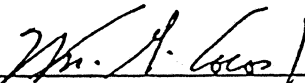
void, or for any reason unenforceable, the validity and binding effect of the other restrictions, limitations, conditions and covenants shall not be thereby impaired or affected. The waiver or failure to enforce a breach of any restriction, condition, covenant or easement, shall not be a waiver of any subsequent breach of the restriction, condition, covenant, easement or limitation herein set forth.

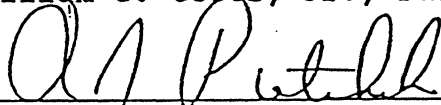
4. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Area for a public purpose, the Board of Directors is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Area.

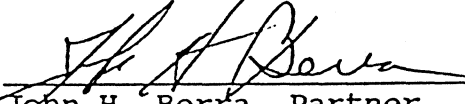
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration in the County of St. Louis, State of Missouri, the day and year first above written.

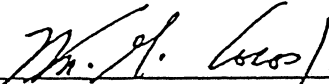
CHRISTOPHER LAKES DEVELOPMENT COMPANY,
a Missouri general partnership

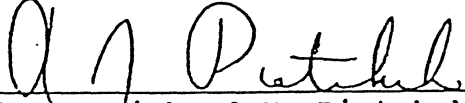
BY:


William G. Cocos, Jr., Partner


Richard J. Piatchek, Partner


John H. Berra, Partner


Trustee: William G. Cocos, Jr.


Trustee: Richard J. Piatchek


Trustee: John H. Berra



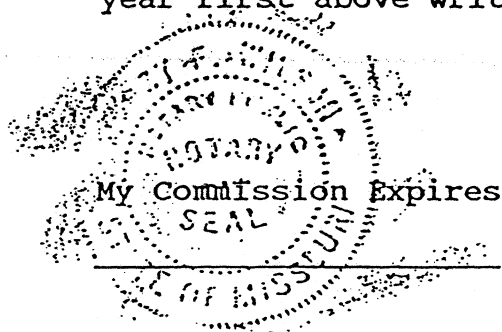
THE JONES COMPANY CUSTOM HOMES,
INC., a Missouri corporation

BY: *Homer Clark*
Homer Clark ITS Vice President

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

On this 30th day of August, 1990, before me personally appeared William g. Cocos, Jr., partner of Christopher Lakes Development Company, a Missouri general partnership, known to me to be the person who executed the within instrument in behalf of said partnership and acknowledge to me that he executed the same for the purposes therein stated.

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



Corby F. Wilson
Notary Public
Corby F. Wilson

My Commission Expires: 9-18-90

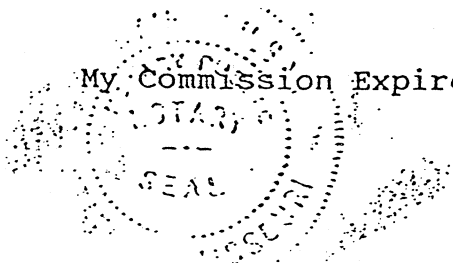
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 30th day of August, 1990, before me personally appeared Richard J. Piatchek, partner of Christopher Lakes Development Company, a Missouri general partnership, known to me to be the person who executed the within instrument in behalf of said partnership and acknowledge to me that he executed the same for the purposes therein stated.

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

Corby F. Wilson
Notary Public
Corby F. Wilson

My Commission Expires: 9-18-90



My Commission Expires:

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

On this 30th day of August, 1990, before me personally appeared John H. Berra, partner of Christopher Lakes Development Company, a Missouri general partnership, known to me to be the person who executed the within instrument in behalf of said partnership and acknowledge to me that he executed the same for the purposes therein stated.

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

Corby F. Wilson
Notary Public

My Commission Expires: 9-18-90 Corby F. Wilson

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

On this 30th day of August, 1990, before me personally appeared William G. Cocos, Jr., Richard J. Piatchek and John H. Berra, to me known, who being first duly sworn on their oath did state that they executed the above and foregoing as their free act and deed and that the matters set forth therein are true and correct according to their best information and belief.

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

Corby F. Wilson
Notary Public

My Commission Expires: 9-18-90 Corby F. Wilson

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

On this 22nd day of August, 1990, before me personally appeared Homer Clark, to me known, who, being by me duly sworn, did say that he is the vice-president of The Jones Company Custom Homes, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said vice-president acknowledged said instrument to be the free act and deed of said corporation.

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

Marilyn J. Collins
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 8, 1993
ST. LOUIS COUNTY, MO. MARILYN J. COLLINS

EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTH 1/2 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 6 EAST, ST. LOUIS COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:

Beginning at an old stone set at the intersection of the North-South Center Section line with the South line of Section 23, being the Northeast corner of Lot 39 of Willow Brook Farm Plat 1, a subdivision as recorded in Plat Book 182 Pages 74 and 75 of the St. Louis County Records and being the Southeast corner of a tract conveyed to Brooks by Deed Book 6554 Page 434; thence South 89 degrees 45 minutes West along said south line and a North line of Willow Brook Farm, Plat 1, 643.26 feet to an old stone, being the Southwest corner of Brooks tract and a Northern corner of Willow Brook Farm Plat 1; thence North 00 degrees 09 minutes East along the West line of Brooks tract and an Eastern line of Willow Brook Farm, Plat 1, 1002.64 feet to the Northwest corner of Brooks tract, being in the South line of Telegraph Road; thence Eastwardly along the said South line of Telegraph Road the following: Eastwardly along a curve to the right having a radius of 1382.70 feet (chord bearing North 56 degrees 49 minutes 20 seconds East, 614.78 feet) an arc distance of 619.96 feet to a point of tangency; North 69 degrees 40 minutes East, 587.69 feet to a point of curve; Eastwardly along a curve to the left having a radius of 1196.30, an arc distance of 220.79 feet to an old corner of a tract conveyed to Quiram; thence along the Eastern lines of Quiram tract and the Western line of Denacre Estates, a subdivision as recorded in Plat Book 168 Page 56, South 29 degrees 15 minutes 30 seconds East, 265.52 feet and South 5 degrees 12 minutes 30 seconds West, 1411.40 feet to the South line of Section 23; thence North 89 degrees 52 minutes 20 seconds West along said South line, 625.44 feet to the place of beginning.

CONTAINING: 42.08 ACRES