

BKM1052PG1878

USER FEE \$ 4.00
RECORDING FEE \$ 17.00
TOTAL \$ 21.00

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ABC CONDOMINIUM

RECEIVED
CITY OF ST. LOUIS
RECORDS
NOV 11 9 54 AM '94

3884-23-01900

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR ABERDEEN CONDOMINIUM ("Second Amendment") is made this 11 day of March, 1994 by The A-B-C Condominium (formerly Aberdeen Associates, Inc.), a Missouri not-for-profit corporation (hereinafter referred to as "Association")

W I T N E S S E T H:

WHEREAS, Aberdeen Associates, a Missouri partnership (hereinafter referred to as "Developer"), created Aberdeen Condominium (sometimes referred to as "Aberdeen Condominiums") by the execution and recording of a Declaration of Condominium Ownership for Aberdeen Condominium (the "Declaration") dated November 21, 1977 and recorded in Book 142M, page 778 of the records of the Recorder of Deeds of the City of St. Louis, Missouri (the Plat for Aberdeen Condominium being separately recorded, simultaneously with the recording of the Declaration, in Plat Book 42, page 1 of the records of the Recorder of Deeds of the City of St. Louis, State of Missouri), as amended by that certain First Amendment ("First Amendment") to Declaration of Condominium Ownership for Aberdeen Condominium dated September 25, 1983 and recorded in Book 367M Page 168 of the records of the Recorder of Deeds of the City of St. Louis, State of Missouri;

WHEREAS, the By-Laws attached to and being part of the Declaration were amended by a document recorded in Book 237M, page 1883 of the records of the Recorder of Deeds of the City of St. Louis, Missouri;

WHEREAS, the Association desires to amend the Declaration in the manner set forth below and such amendment has been approved by the Association in accordance with Section A of ARTICLE NINETEEN of the Declaration;

NOW, THEREFORE, the Association does hereby amend ARTICLE EIGHT, Section A of the Declaration to read as follows:

A. Except with respect to a transfer described in Section B. of this ARTICLE EIGHT, if any Unit Owner shall desire at any time to sell, lease or otherwise voluntarily transfer his Unit (including a transfer without consideration but subject to an existing indebtedness), he shall first give the Association at least thirty (30) days prior written notice ("Offer Notice") of the proposed sale,

lease or transfer, which notice shall state the name and address and financial and character references of the proposed purchaser, lessee or transferee and the terms of the proposed sale, lease or transfer. During the period of thirty (30) days following the receipt by the Association of such Offer Notice, the Association shall have the first right at its option to purchase or lease such Unit upon the same terms as the proposed sale, lease or transfer described in such Notice. If the Association shall give written notice to such Unit Owner within said 30-day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such Unit Owner within said 30-day period that it does or does not elect to purchase or lease such Unit upon the same terms as provided in the Offer Notice, then, such Unit owner may proceed to close said proposed sale, lease or transfer at any time within the next ninety (90) days thereafter; and if he fails to close said proposed transaction within said 90 days, his Unit shall again become subject to the Association's right of first option as herein provided. If the Association shall give written notice to such Unit Owner within said 30-day period of its election to purchase or lease such Unit upon the same terms as described in the Offer Notice, then such purchase or lease by the Association shall be closed upon such terms.

NOW, THEREFORE, the Association does hereby amend ARTICLE EIGHT, Section B of the Declaration to read as follows:

B. Any Unit Owner who wishes to (i) make a gift of his Unit or any interest therein, or (ii) transfer his Unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, in each case to any person or persons who would not be a spouse or one or more of the heirs at law of the Unit Owner (were he or she to die domiciled in the State of Missouri on the date sixty (60) days prior to the contemplated date of such gift or other transfer), shall give to the Association not less than sixty days written notice of his or her intention to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed transfer. The Association shall have the first right and option to purchase said Unit or interest therein for cash at fair market value which shall be determined by arbitration as herein provided. Within fifteen (15) days after receipt of said written notice by the Association, the Association and the Unit Owner desiring to make such gift or other transfer shall each appoint a qualified real estate

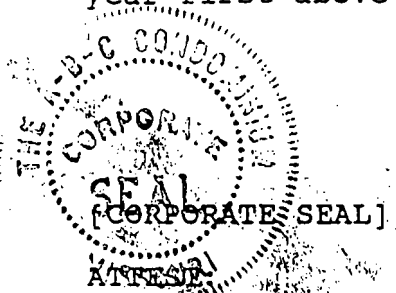
appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein which the Unit Owner contemplates conveying, and shall thereupon give written notice of such determination to the Unit Owner and the Association. The Association's option to purchase the Unit or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice from the arbitrators. If said option is not exercised by the Association within said forty-five (45) day period, the Unit Owner, at the expiration of said 45-day period and within sixty (60) days thereafter, may complete, or contract to complete, the proposed gift or other transfer upon the terms stated in the notice to the Association. Notwithstanding anything set forth above, the Association may elect not to exercise the option described above at any time prior to the appraisal by the arbitrators.

In the event of a conflict or inconsistency between the provisions of the Declaration or the First Amendment and the provisions of this Second Amendment, the provisions of the Second Amendment shall govern and control. The provisions of the Declaration are in full force and effect except as amended by that certain First Amendment and as amended herein and the Declaration as so amended is ratified and confirmed hereby.

This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

This Amendment may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute but one agreement.

IN WITNESS WHEREOF, THE A-B-C CONDOMINIUM has caused this Second Amendment to be executed on its behalf as of the day and year first above written.



THE A-B-C CONDOMINIUM

By *Noel M. Moss*
Noel M. Moss

Arda M. Hallan

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

On this 11th day of March, 1994, before me appeared Noel M. Moss, to me personally known, who, being by me duly sworn, did say that he is the President of The A-B-C Condominium, a Missouri not-for-profit corporation, and acknowledged that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors as the free act and deed of said corporation.

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

Martha K. Hankins
Notary Public

My commission expires: 3/17/95.

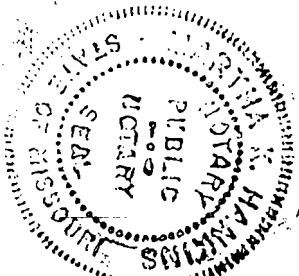


EXHIBIT AProperty

A parcel of ground being part of Block 3884 of the City of St. Louis, Missouri; said parcel being more particularly described as follows:

BEGINNING at the point of intersection of the northern line of Laclede Avenue, 80 feet wide, with the eastern line of Kingshighway Boulevard, 130 feet wide; thence North 07 degrees 37-1/2 minutes East 224.23 feet along the eastern line of said Kingshighway Boulevard to a line distant 223.17 feet south of and parallel with the southern line of West Pine Boulevard, 80 feet wide, measured at right angles thereto; thence South 75 degrees 02 minutes East 116.04 feet along said line parallel with the southern line of said West Pine Boulevard; thence South 07 degrees 37-1/2 minutes West 69.61 feet along a line parallel with the eastern line of said Kingshighway Boulevard; thence South 82 degrees 22-1/2 minutes East 3.50 feet along a line perpendicular to the eastern line of said Kingshighway Boulevard; thence South 07 degrees 37-1/2 minutes West 77.00 feet along a line parallel with the eastern line of said Kingshighway Boulevard; thence North 82 degrees 22-1/2 minutes West 3.50 feet along a line perpendicular to the eastern line of said Kingshighway Boulevard; thence South 07 degrees 37-1/2 minutes West 54.00 feet along a line parallel with the eastern line of said Kingshighway Boulevard; thence South 15 degrees 00 minutes West 23.50 feet to the northern line of said Laclede Avenue; thence North 75 degrees 00 minutes West 113.00 feet along the northern line of said Laclede Avenue to the eastern line of said Kingshighway Boulevard and the point of beginning, and containing 26,046 Square Feet, according to a survey by Pitzman's Co. of Surveyors & Engineers on July 22, 1977.