

36-120

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONE MEADOWS

JOK 2420 PAGE 1479

THIS DECLARATION, made as of the 21st day of July, 2000,  
by WHITTAKER CONSTRUCTION, INCORPORATED, a Missouri corporation  
(hereinafter referred to as "Declarant").

WITNESSETH:

44150

WHEREAS, the Declarant owns all of that certain tract of land situated in the  
County of St. Charles, Missouri, as such tract of land is more particularly described on  
Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Declarant intends, by recordation of this Declaration, to subject  
the Property to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Subdivision (as  
defined below) and any parts thereof, 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 Subdivision and  
be binding on all parties having any right, title or interest in and to the Subdivision or any  
part thereof and shall inure to the benefit of each owner thereof and their respective  
heirs, legatees, personal representatives, successors and assigns.

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
RECORDS OF DEEDS  
FILED FOR RECORD

ARTICLE I  
DEFINITIONS

JUL 24 2000

1. "Assessment Year" shall be the calendar year.
2. "Association" shall mean and refer to The Stone Meadows Homeowners  
Association, its successors and assigns.
3. "Builder" shall mean and refer to the record owner, whether one or more persons  
or entities, of fee simple title to any undeveloped Lot, which Lot has been acquired from  
Declarant or another Builder for the purpose of building residential dwellings as  
permitted herein. It is anticipated that each of Taylor-Morley, Inc. (or one of its affiliates)  
and Vantage Homes, Inc. (or one of its affiliates) will acquire fee simple title to  
undeveloped Lots from the Declarant for the purpose of building residential dwellings as  
permitted herein and shall each be a "Builder" as such term is used herein.
4. "City" shall mean and refer to the City of Wentzville, Missouri, a city duly  
organized pursuant to the laws of the State of Missouri.

By Barbara Hall  
Time 10:41 am

5. "Common Area" or "Common Areas" shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, the area identified as "Common Area" as designated on the Plat and all other area described on the Plat as "Common Ground" or "Common Area".
6. "Declarant" shall mean and refer to Declarant and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development and the deed of conveyance designates the grantee as a Declarant.
7. "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association, provided, if the Association is formed as a Limited Liability Company, then the same shall mean and refer to the Board of Managers of the Association.
8. "Dwelling" or "Dwellings" shall mean and refer to the residential dwellings, including, without limitation, single-family homes, cluster homes, townhouses, and/or villas constructed or to be constructed upon the respective Lots.
9. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time, each of which contain or shall contain a single Dwelling. In the event any Lot or Lots are designated on the Plat or on any supplemental plat as a "Villa Lot" or "Villa Lots", each Lot within the Subdivision shall be further classified as a "Villa Lot" or as a "SF Lot" as provided in Article II, Section 3 below.
10. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
11. "Plat" shall mean and refer to the plat of Stone Meadows Plat One recorded in Plat Book 37, Page 82-92 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, a copy of which is being recorded simultaneously with this Declaration and is incorporated herein by reference, and which plat reflects, among other matters, the Lots (including Villa Lots, if any), the Common Area and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.
12. "SF Lot" or "SF Lots" shall mean and refer to each Lot or Lots classified as such as provided in Article II, Section 3 below; provided further that in the event that no Villa

Lots exist, all references to SF Lots in Articles VII and XI and in Schedule I hereto shall be deemed to refer to Lots.

13. "Subdivision" shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.
14. "Villa Directors" shall mean and refer to the Directors, if any, appointed or elected with respect to Villa Lots as provided herein, which Directors shall also serve hereunder as the Villa Directors and exercise the rights and powers granted to the Villa Directors herein.
15. "Villa Lot" or "Villa Lots" shall mean and refer to each Lot or Lots classified as such as provided in Article II, Section 3 below.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, improved, transferred, sold, conveyed and occupied subject to this Declaration is the Subdivision, as shown on the Plat.
2. Additions to Existing Property. The Declarant may cause additional property or properties to be made subject to this Declaration and become part of the Subdivision by executing and recording an amendment to this Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The property or properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.
3. Classification of Lots. In the event any Lot or Lots are designated on the Plat or on any supplemental plat as a "Villa Lot" or "Villa Lots", each Lot within the Subdivision so designated shall be further classified as a "Villa Lot" and all other Lots not so designated as a Villa Lot shall be classified as a "SF Lot" for purposes of appointments and elections (See Article V below) and for powers and duties specifically allocated to the Villa Directors herein.

**ARTICLE III  
PROPERTY RIGHTS**

**BOOK 2420 PAGE 1482**

**1. Common Areas.**

**A. Obligations of the Association.** The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.

**B. Owners' Easements and Rights of Enjoyment.** Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests and invitees shall have a non-exclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of, the Common Areas and the right to use utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:

- (i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (ii) the restriction that any Owner's voting rights and right of such Owner, his family, guests and invitees to use the Common Area and any improvements or recreational facilities therein shall be automatically suspended for any period during which any assessment against such Owner's Lot remains unpaid after payment is due; and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- (iii) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association;
- (iv) the right of each other Owner and such Owner's family, guests and invitees, to the open, unimpeded and unobstructed use of the Common Areas, as provided in and restricted by this Article;

- (v) the restriction that no Owner or member of such Owner's family or any guest or invitee of any Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about any part of the Common Area, including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, recreational motor vehicles, trucks, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, campers, and house trailers;
- (vi) the restriction that no Owner or member of such Owner's family or any guest or invitee of any Owner or such Owner's family shall swim in or ice skate upon any lakes or ponds in the Common Area or operate, drive, ride, store, or otherwise place any watercraft (motorized, self propelled, propelled or drawn by human, wind, sail, water, fuel, or otherwise), including, without limitation, boats, vessels, motorboats, sailboats, sailboards, canoes, rafts, jet skis, and kayaks, on, in, or about any part of the Common Area;
- (vii) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration; and
- (viii) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the benefit of the Owners.

Under no circumstances whatsoever shall any Owner have a right or easement of view or sight over any part of the Common Area or any other Lot and to the extent any may be implied or created by this Declaration or by operation of law, then the same is expressly disclaimed. Each Owner and such Owner's family, guests and invitees shall use and exercise their Common Area easement rights in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them.

C. Association Right to Grant Easements and Easement Over Lots. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Subdivision.

A perpetual, non-exclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns to enter on any Lot to perform repairs or to do other work reasonably necessary for the

proper maintenance of the Common Areas or to perform any of the powers, rights and duties available to or imposed upon the Association by this Declaration and/or the Bylaws of the Association, including, without limitation, enforcing the covenants and restrictions imposed by this Declaration. Any such entry may be without notice to any such Owner and neither the Association, its Directors, officers, agents, contractors, or employees shall be liable for trespass or for any other claim by exercising any such easement or right reserved hereunder.

D. Conveyance of Title. Subject to the provisions of this Declaration, title to the Common Areas shall be conveyed to the Association no later than the date by which all Directors are elected by Owners. Upon termination of the Declaration, title to the Common Areas shall vest in the then Owners as tenants in common. The rights of such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of Lot ownership shall convey ownership in the Common Area, as no interest in the Common Area shall be conveyed by any such tenant except in conjunction with the sale of such tenant's Lot.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.
2. Votes. All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person because only one vote is associated with each Lot.
3. Proxies. At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.
4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant sells the last Lot in the Subdivision owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be

held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten (10) days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

Special meetings of the Owners of Villa Lots may be called by the Villa Directors or by Owners of Villa Lots having at least one-third (1/3) of the votes for all Villa Lots in the Association. Written notice of the place, day and time of all special meetings for Owners of Villa Lots shall be delivered not less than five days before such meetings to all Owners of Villa Lots and Villa Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Villa Lot that have requested such notice by written notification to the Directors no fewer than ten (10) days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend such special meetings.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having one-tenth (1/10) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-tenth (1/10) of the Owners attend in person or by proxy.

A quorum of Owners of Villa Lots for any meeting shall consist of Owners having one-tenth (1/10) of the votes for all Villa Lots in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum of Owners of Villa Lots shall be valid as the act of the Villa Directors.

## ARTICLE V BOARD OF DIRECTORS

1. Number and Term. The Board of Directors of the Association shall, except as otherwise provided herein, initially consist of three (3) persons and, following the point in

time, if any, at which more than three hundred fifty (350) Lots exist, the Board of Directors shall consist of the number of Directors required in accordance Schedule 1 attached hereto and made a part hereof. Each Director shall hold office for a term of one year and, in any event, until his successor shall be elected (or appointed, as the case may be) and qualified. Each Director shall be elected or appointed as follows:

A. The first Board of Directors shall consist of Thomas M. Schmittgens, William C. Wideman, and Gordon Crawford who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to subsection (b) of this Section 1 below; provided that if there exists any Villa Lots, all Directors appointed or elected by the Declarant pursuant to this subsection (a) and subsections (b) and (c) of this Section 1 shall also serve as the Villa Directors. In the event and at the time that additional property is made subject to this Declaration and becomes a part of the Subdivision as provided herein, the Declarant shall appoint such additional Directors as may be required to meet numeric requirement for Directors as set forth in Schedule 1, and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to subsection (b) of this Section 1 below.

B. At the point in time at which fifty percent (50%) of the Lots are owned by Owners other than Declarant or any Builder, then within ninety (90) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a special election for the Association through which one (1) Director shall be elected by a majority vote of a quorum of Owners and the remaining two (2) Directors shall be appointed by Declarant; provided, however:

(i) if at such time the required number of Directors is five (5), the Association shall elect two (2) Directors (provided that if any Villa Lots then exist the Owners of Villa Lots shall elect one (1) of the Directors and the Owners of SF Lots shall elect the other Director) in accordance with the procedures set forth in Section 2 immediately below, and the remaining three (3) Directors shall be appointed by Declarant; or

(ii) if at such time the required number of Directors is seven (7), the Association shall elect three (3) Directors (provided that if any Villa Lots then exist the Owners of Villa Lots shall elect one (1) of the Directors and the Owners of SF Lots shall elect the other two (2) Directors) in accordance with the procedures set forth in Section 2 immediately below, and the remaining four (4) Directors shall be appointed by Declarant; or

(iii) if at such time the required number of Directors is nine (9), the Association shall elect four (4) Directors (provided that if any Villa Lots then exist the Owners of Villa Lots shall elect one (1) of the Directors and the Owners of SF Lots shall elect the other three (3)



Directors) in accordance with the procedures set forth in Section 2 immediately below, and the remaining five (5) Directors shall be appointed by Declarant.

The Directors elected and appointed pursuant to this subsection (b) of this Section 1 shall serve as Directors until new Directors are elected and appointed and qualified pursuant to subsection (c) of this Section 1 below.

C. At the point in time at which eighty-five percent (85%) of the Lots are owned by Owners other than Declarant or any Builder, then within one hundred eighty (180) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a special election of the Association through which two Directors shall be elected by a majority vote of a quorum of Owners and the remaining Director shall be appointed by Declarant; provided, however:

- (i) if at such time the required number of Directors is five (5), the Association shall elect three (3) Directors (provided that if any Villa Lots then exist the Owners of Villa Lots shall elect one (1) of the Directors and the Owners of SF Lots shall elect the other two (2) Directors) in accordance with the procedures set forth in Section 2 immediately below, and the remaining two (2) Directors shall be appointed by Declarant; or
- (ii) if at such time the required number of Directors is seven (7), the Association shall elect five (5) Directors (provided that if any Villa Lots then exist the Owners of Villa Lots shall elect one (1) of the Directors and the Owners of SF Lots shall elect the other four (4) Directors) in accordance with the procedures set forth in Section 2 immediately below, and the remaining two (2) Directors shall be appointed by Declarant; or
- (iii) if at such time the required number of Directors is nine (9), the Association shall elect seven (7) Directors (provided that if any Villa Lots then exist the Owners of Villa Lots shall elect one (1) of the Directors and the Owners of SF Lots shall elect the other six (6) Directors) in accordance with the procedures set forth in Section 2 immediately below, and the remaining two (2) Directors shall be appointed by Declarant.

The Directors elected and appointed pursuant to this subsection (c) of this Section 1 shall serve as Directors until new Directors are elected and qualified pursuant to subsection (d) of this Section 1 below.

D. At the point in time at which one hundred percent (100%) of the Lots are owned by Owners other than Declarant, then within thirty (30) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a meeting

of the Association (be it a special meeting or the first annual meeting) at which all Directors shall be elected by a majority vote of a quorum of Owners; provided that if there exists any Villa Lots at such time, (i) a majority vote of a quorum of Owners of SF Lots shall elect the number of Directors identified on Schedule 1 with respect to SF Lots and any additional Director required in accordance with Schedule 1 necessary to have an odd number of Directors, and (ii) a majority vote of a quorum of Owners of Villa Lots shall elect the number of Directors identified on Schedule 1 with respect to Villa Lots. For purposes of this paragraph a quorum of Owners of SF Lots shall mean Owners having one-tenth (1/10) of the votes for all SF Lots in the Association and a quorum of Owners of Villa Lots shall mean Owners having one-tenth (1/10) of the votes for all Villa Lots in the Association.

Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

2. Election of Directors by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors may be conducted by mail. In order to conduct an election by mail, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. The notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. If there exists any Villa Lots, the Owners of SF Lots shall elect the number of Directors identified on Schedule 1 with respect to SF Lots and any additional Director required in accordance with Schedule 1 necessary to have an odd number of Directors, and the Owners of Villa Lots shall elect the number of Directors identified on Schedule 1 with respect to Villa Lots.

Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. If there exists any Villa Lots and an individual is both nominated by an Owner of a SF Lot and by an Owner of a Villa Lot, the nominee shall decide in its consent whether he or she shall run on the ballot submitted to Owners of SF Lots or whether he or she shall run on the ballot submitted to Owners of Villa Lots.

After receiving nominations and obtaining nominee consents, the Board shall prepare a ballot containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice; provided that if there exists any Villa Lots, separate ballots shall be prepared for Owners of SF Lots and for the Owners of Villa Lots, each setting forth their respective nominees. The ballot(s) shall have typed upon it the address of the Board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be

such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association; provided that if there exists any Villa Lots, the separate ballots with the respective nominees shall mailed to the Owners of SF Lots and to the Owners of Villa Lots, as applicable. Together with each ballot, the Board shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit.

All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

In the event any Villa Lots exist, the Directors elected by the Owners of Villa Lots shall also serve hereunder as the Villa Directors and exercise the rights and powers granted to the Villa Directors herein.

3. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners as provided herein, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board shall be filled by the remaining Directors (by majority vote of a quorum), with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners (or Villa Lot Owners, if applicable) called for such purpose or by mail as set forth in Section 2 immediately above. Any replacement of a Director which also served as a Villa Director shall also serve as a Villa Director.

5. Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Special meetings of the Villa Directors shall be held upon call by a majority of the Villa Directors on not less than forty-eight hours' notice in writing to each Villa Director, delivered personally or by mail or telegram. Any Director may waive notice of a

meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

6. Removal. Except for the Directors appointed by Declarant, any Director may be removed from office by Owners having two-thirds of the votes in the Association.

7. Quorum. A majority of the number of Directors fixed by this Declaration as the full Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the authorized act of the Directors, provided notwithstanding the foregoing, so long as the Declarant is appointing any Directors, the presence of at least one Declarant-appointed director shall be required to have a quorum. If there exists any Villa Lots, a majority of the number of Villa Directors fixed by this Declaration shall constitute a quorum for the transaction of business which is the responsibility of the Villa Directors and the act of a majority of the Villa Directors at a meeting at which a quorum is present shall be the act of the Villa Directors, provided notwithstanding the foregoing, so long as the Declarant is appointing any Directors, the presence of at least one Declarant-appointed director shall be required to have a quorum of Villa Directors. In the absence of a quorum, a majority of the Directors or Villa Directors, as applicable, present at a meeting, or the Director or Villa Director, if there be only one present, may successively adjourn the meeting from time to time, not to exceed thirty days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

8. Actions without Meetings. Any action which is required to or may be taken at a meeting of the Directors or Villa Directors, as applicable, may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors or Villa Directors, as applicable. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.

9. Compensation. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.

10. Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:

A. administer the affairs of the Association and of the Subdivision;

- B. engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- C. formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable;
- D. adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;
- E. provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, repair and replacement of street lights located within or adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), and maintenance, repair and replacement of improvements located within the Common Areas;
- F. provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the collection and payment of any assessment pursuant to this Declaration (including, without limitation, Assessments, Special Assessments, Villa Assessments and Villa Special Assessments), and to approve payment vouchers or to delegate such approval to the officers or the managing agent;
- G. provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);
- H. consider and approve or reject any and all plans and specifications (except those of Declarant) for alterations to and construction of Dwellings and improvements on the Lots;
- I. estimate the amount of the annual budget, and provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as provided herein; provided that if there exists any Villa Lots, the Villa Directors shall estimate the amount of the annual budget and the manner for assessing the Owners of Villa Lots their respective shares of such additional common expenses for the exterior maintenance of Villa Lots (such

maintenance as described in Article XI) and for the landscaping, planting, laying of sod and seeding of Villa Lots (such work as described in Article VII, Section 1(m));

J. collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;

K. grant easements and rights-of-way over the Common Areas to such utility companies or public agencies or others as the Directors shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding and usage thereof;

L. receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in this Declaration, any gift, grant, conveyance or donation of money or real or personal property;

M. make all contracts and incur all liabilities necessary, related or incidental to exercise the Board's power and duties hereunder;

N. dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;

O. comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision;

P. obtain, in the Board's discretion, adequate liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;

Q. exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration;

R. purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;

S. enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same; and

T. exercise any and all other powers or acts as are authorized by the Declaration or by law.

11. Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine.

## ARTICLE VI BUDGET, ASSESSMENTS, AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges (including, without limitation, assessments for the improvement, betterment, upkeep, maintenance, repair and replacement of Common Area and improvements therein) ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. In addition, if there exists any Villa Lots, each Owner of a Villa Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) regular assessments and charges for the exterior maintenance of such Villa Lot (such maintenance as described in Article XI) and for the landscaping, planting, laying of sod and seeding each Villa Lot (such work as described in Article VII, Section 1(m)) ("Villa Assessments"), and (b) special assessments ("Villa Special Assessments") for capital improvements for Villa Lots, such assessments to be established and collected as hereinafter provided.

The Assessments, Special Assessments, Villa Assessments and Villa Special Assessments, together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same by the Association, a continuing lien upon the Lot against which the Assessment, Special Assessment, Villa Assessment and Villa Special Assessment is made. Each such Assessment, Special Assessment, Villa Assessment and Villa Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the same became due. Notwithstanding the foregoing or anything to the contrary herein, no Assessments, Special Assessments, Villa Assessments or Villa Special Assessments shall be charged against Lots owned by Declarant or any Builder and Declarant and each Builder shall have no obligation to pay Assessments, Special Assessments, Villa Assessments or Villa Special Assessments relating to Lots owned by Declarant or any Builder at any time. Each Owner shall pay its first annual Assessment and, if its Lot is a Villa Lot, its

first Villa Assessment upon the closing of the purchase of its Lot as provided in Section 8 of this Article VI.

2. Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement, betterment, maintenance, upkeep, repair and replacement of the Subdivision and Common Areas, any recreational facilities constructed by Declarant or the Association for use by the Owners and otherwise to fulfill and perform the rights, duties, obligations and functions pursuant to this Declaration. Assessments shall not be used for any expenses or other changes which are to be paid by levying of Villa Assessments.

3. Establishment of Budget and Assessments.

A. Unless the Directors otherwise decide, the fiscal year of the Association shall be the calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years for such expenses shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

B. Until commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Owners of each Lot shall pay, on or before the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's share of the estimated annual budget for each Assessment Year as estimated and determined by the Declarant and approved by the Directors.

C. Upon commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than five percent (5%) in any given Assessment Year over the prior Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the



Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments to the managing agent or as may be otherwise directed in writing by the Directors.

D. The Directors shall cause to be kept a separate record for each Lot showing the respective Assessments charged to and paid by the Owner of such Lot, and the status thereof from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective Assessments charged to and paid by the Owner of such Lot setting forth the amount of any unpaid Assessments that may then be due and owing.

E. In the event that during the course of any Assessment Year, it shall appear to the Directors that the Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

4. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas during that year including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a vote of Owners having at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.

5. Establishment of Villa Assessments.

A. If there exists any Villa Lots, on or before the end of each Assessment Year, the Villa Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and charges and cash requirements for the Assessment Year for the exterior maintenance of Villa Lots (such maintenance as described in Article XI) and for the landscaping, planting, laying of sod and seeding of Villa Lots (such work as described in Article VII, Section 1(m)), such expenses and charges to include, without limitation, all labor, services, materials, parts, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees and other expenses and charges. The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Villa Directors. To the extent that the Villa Assessments and other cash income collected from the Owners during the preceding years for such expenses and charges shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

B. Until commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Owners of each Villa Lot shall pay, on or before the 1st day of each calendar month during each Assessment Year, as such Lot's respective annual Villa Assessment, one-twelfth (1/12) of such Lot's share of the estimated annual budget for each Villa Assessment Year as estimated and determined by the Declarant and approved by the Villa Directors.

C. Upon commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Villa Directors shall prepare the annual budget and shall fix the Villa Assessment, provided that the Villa Assessment may be increased by more than five percent (5%) in any given Assessment Year over the prior Assessment Year only by approval by Owners of Villa Lots having at least two-thirds (2/3) of the votes of Villa Lot Owners in attendance at an Association meeting at which a quorum of all Owners exists and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners of Villa Lots not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Villa Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each calendar month during each succeeding Assessment Year, and without further notice, the Owners of each Villa Lot shall pay, as the respective annual Villa Assessment for such Lot, one-twelfth (1/12) of such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Villa Directors shall not approve an estimated annual budget or shall fail to

determine new Villa Assessments for any Assessment Year, or shall be delayed in doing so, the Owners of Villa Lots shall continue to pay each year the annual Villa Assessment as last determined. All Owners of Villa Lots shall pay the annual Villa Assessments to the managing agent or as may be otherwise directed by the Directors.

D. The Directors shall cause to be kept a separate record for each Villa Lot showing the respective Villa Assessments charged to and paid by the Owner of such Villa Lot, and the status thereof from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefor, any Owner or holder of a first mortgage or first deed of trust on any Villa Lot shall be furnished a statement of the respective Villa Assessments charged to and paid by the Owner of such Villa Lot setting forth the amount of any unpaid Villa Assessments that may be then due and owing.

E. In the event that during the course of any Assessment Year, it shall appear to the Villa Directors that the Villa Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated expenses and charges for the remainder of such Assessment Year, then the Villa Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner of a Villa Lot and, notwithstanding any provision hereof to the contrary, any additional Villa Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Villa Directors.

6. Special Assessments for Capital Improvements to Villa Lots. In addition to the Villa Assessments authorized above, the Association may levy, in any Assessment Year, a Villa Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon Villa Lots during that year including fixtures and personal property related thereto, provided that Villa Special Assessments shall be approved by a vote of Owners of Villa Lots having at least two-thirds (2/3) of the votes of Villa Lot Owners in attendance at an Association meeting at which a quorum of all Owners exists and by a vote in accordance with the voting procedures set forth herein.

7. Uniform Rate. Assessments, Special Assessments, Villa Assessments and Villa Special Assessments must be fixed at a uniform rate for all Lots and all Villa Lots, as applicable, within the Subdivision, provided, however, the Board may, in the Board's discretion, set different rates for Assessments and Special Assessments, each with respect to the maintenance, repair, or replacement of items that are nonuniform in size, such as patios or decks, and the Villa Directors may in their discretion, set different rates for Villa Assessments and Villa Special Assessments with respect to the maintenance, repair, or replacement of items that are nonuniform in size, such as driveways.

8. Commencement of Annual Assessments. Each Owner shall pay its first annual Assessment and, if its Lot is a Villa Lot, its first Villa Assessment upon the closing of the purchase of its Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments and Villa Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant or any Builder shall pay an initial set-up fee to be deposited with the Association which shall be in such amount as the Declarant shall determine but which shall be uniform for all Owners; provided however, in the event Villa Lots exist, such fee may be different for SF Lots and Villa Lots provided that such fee for SF Lots shall be uniform for all Owners of SF Lots and such fee for Villa Lots shall be uniform for all Owners of Villa Lots.

9. Non-payment of Assessments. Any Assessment, Special Assessment, Villa Assessment or Villa Special Assessment not paid within thirty (30) days after the date levied shall bear interest from the date levied at the lesser of (i) the rate of ten percent (10%) per annum, or (ii) the maximum rate per annum allowed by law, all of which shall be deemed a charge and lien against the respective Lot. The Association and its Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo. In addition to the foregoing, any Owner's voting rights and the right of such Owner, his family, guests and invitees to use the improvements and recreational facilities in the Common Areas shall be automatically suspended for any period during which any assessment against such Owner's Lot remains unpaid after the date the same is due. No Owner may waive or otherwise escape liability for the Assessments, Special Assessments, Villa Assessments and Villa Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area.

10. Unexpended Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners. All funds paid from time to time by Owners of Villa Lots for Villa Assessments and Villa Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners of Villa Lots.

11. Subordination of the Lien to Mortgages. The liens of the Assessments, Special Assessments, Villa Assessments and Villa Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments, Special Assessments, Villa Assessments or Villa Special Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of Assessments, Special Assessments, Villa Assessments or Villa Special Assessments as to payments which became due prior to such sale or transfer but shall not relieve the Owner of such Lot at the time of the levying of such

Assessment, Special Assessment, Villa Assessment or Villa Special Assessment, as the case may be, of personal liability therefor. No sale or transfer shall relieve such Lot from liability for Assessments, Special Assessments, Villa Assessments or Villa Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII  
COVENANTS AND RESTRICTIONS

BOOK 2420 PAGE 1499

1. Creation of General Covenants and Restrictions. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions which run with the land and are perpetual and appurtenant to the Lots:

A. No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes except (i) for use pursuant to home occupations not in violation of any zoning ordinances affecting the Subdivision, and (ii) Lots or portions of Lots may be used by Declarant for temporary offices, display or model homes and/or entrance monuments, provided however, that in no event shall any Lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

B. No building or garage shall be located closer than the permitted setback requirements established by the zoning and subdivision regulations applicable to the Subdivision.

C. Except as otherwise provided herein, each Owner shall maintain his Lot and Dwelling in compliance with all applicable zoning ordinances and subdivision regulations of the City within which the Subdivision is located. To the extent that the City or any other governmental authority shall require permits for the erection of any improvements upon a Lot, including, without limitation, fences, decks or other structures or improvements, the Owner of such Lot shall be responsible for obtaining the same.

D. Subject to any applicable municipal ordinances or regulations of the City with respect to any Lot lying therein, no Builder or other Owner, except Declarant with respect to Lots owned by Declarant, (i) shall cause any construction on a Lot without first submitting the plans and specifications for such construction to the Directors and obtaining approval for such construction from two-thirds (2/3) of the Directors or (ii) shall construct any one-floor Dwelling having less than 1600 square feet of living space (exclusive of any basement area) or any multi-story Dwelling having less than 2100 square feet of living space (exclusive of any basement area). ~~The Declarant and the Lots owned by the Declarant shall not be subject to the foregoing restrictions. In the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their~~

*\* In addition, no owner or Builder shall change ...*

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*see amendment*

submission to the Directors, the plans and specifications shall be deemed approved.

BOOK 2420 PAGE 1500

E. The exterior walls of all Dwellings shall be constructed of wood or wood products, clay, brick, rock, stone, or vinyl siding, in an attractive manner and of good workmanship, provided however, that if the exterior walls of any Dwelling are constructed of wood or wood products, the same shall be painted or stained.

F. No Dwelling, Lot or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance or which may become an annoyance or nuisance, in the judgment of the Directors, to other Owners or inhabitants of Lots.

G. No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles approved by the Association, shall be placed on any Lot outside of a Dwelling.

H. No tank, bottle or other container of fuel shall be erected, placed or permitted above the surface level of any Lot except for lawful containers holding fuel used with recreation gas grills.

I. Each Owner shall, as necessary, repair, maintain, replace, or clear at his sole expense each and every gas, sewage, and water lateral line on or servicing only his Dwelling or Lot.

J. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence.

K. No signage of any kind shall be displayed to the public view on any Lot, except (i) one sign of not more than five square feet advertising the Lot for sale or rent, (ii) one sign of not more than one square foot warning people of dangerous animals located in the home or on the Lot, and (iii) one sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the home located on the Lot; provided, however, there shall be no restrictions on the number or type of signage used by Declarant to advertise the Subdivision, Declarant's business, or any other development of Declarant's in St. Charles County.

L. Each Owner of a SF Lot shall maintain his Lot in a neat attractive manner, including without limitation, maintenance of the lawn and shrubbery. No Owner shall permit the lawn upon such Owner's Lot, whether grass, legume or ivy, to grow in excess of six (6) inches in height from the ground.

M. The Association shall be responsible for and shall undertake and maintain the landscaping, planting, laying of sod, and seeding of each Villa Lot. Any

*See amendment*

Owner of a Villa Lot may undertake, at its expense, landscaping, laying of sod, seeding, or planting on any unpaved portion of such Owner's Villa Lot; provided, however, that if, in the reasonable judgment of the Board of Directors, the landscaping, planting, seeding or laying of sod or other similar actions performed by an Owner increases the cost to the Association of maintenance of any of the Villa Lots, the Board of Directors may assess a special maintenance charge hereunder for the additional costs of such maintenance and such special maintenance charge shall be a lien against such Owner's Villa Lot and such Owner personally, as set forth in Article VI of this Declaration pertaining to general and special assessments; further provided, however, that such action by an Owner shall not reduce or diminish its Villa Assessment. No landscaping, gardening, planting, laying of sod, seeding, grading, paving, or changing of terrain or construction of any structure, building or other improvements shall be undertaken, constructed, erected, performed, done, dug or installed by any Owner within any Villa Lot except as approved by a majority of the Directors of the Association. In the event the Directors fail to approve or disapprove any of the foregoing within thirty (30) days after submission of the same to the Directors for their approval, the same shall be deemed disapproved.

N. The Board of Directors shall as it, in its sole discretion, deems appropriate, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. The Board may, by vote of a majority of the Board, establish and set aside such portions of the Common Areas as they shall deem appropriate for the establishment of community gardens, and the Board shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas except as specifically provided herein.

O. No fences may be erected without the prior written approval of the Board of Directors. All fences shall be built of wood, wrought iron or PVC (in colors and style approved by the Board of Directors) and of a height no greater than six feet (6'). Under no circumstances shall chain link fences be allowed upon any Lot in the Subdivision. No fence, wall, hedge or shrub planting higher than three feet (3') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

P. As noted hereinabove in Article III, no term, provision or restriction in this Declaration, including, without limitation, this Article, shall create any easement

See  
amendment  
re: villa

or other right of sight or view over any part of the Common Area or any other Lot, the same being expressly disclaimed.

**BOOK 2420 PAGE 1502**

- Michael J. King*
- Q.** Each Dwelling must include at least a one-car garage, which must be attached to the Dwelling unless otherwise approved by the Directors. No more than one storage building or other outbuilding shall be permitted on any Lot and then only if the exterior material of such storage building or outbuilding coordinates with the exterior of the Dwelling and is approved by the Board of Directors.
- R.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not exceed three (3) in number per Dwelling on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas.
- S.** Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, rafts, canoes, kayaks, jet skis, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, trucks or vans containing business identification (unrelated to the manufacturer of such truck or van or retail auto dealership that sold or leased the van or truck) or commercial messages on their exterior, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than two (2) passenger automobiles, licensed to the Owner of the Dwelling or a full-time resident thereof that are in operating condition.
- T.** No Owner, except Declarant or any Builder, shall alter or change any water course or finished grade without the express, written approval of the Directors.
- U.** No firearms, pellet or B.B. guns shall be discharged in the Subdivision.
- V.** To the extent permitted by applicable law, satellite dishes shall not be installed, constructed or maintained on any Lot or on the exterior of any Dwelling or other improvement on any Lot without the prior written approval of the Board of the type, model, size, design, location, landscaping, appearance and other components thereof and related equipment therefor. Any satellite dish so approved by the Board shall be installed in accordance with, and maintained in the condition described in, the plans and specifications approved by the Board



therefor. To the extent permitted by applicable law, under no circumstances shall television or radio antennas be permitted on any Lot or the exterior of any Dwelling or other improvement on any Lot.

W. No Owner shall perform any act upon such Owner's Lot or within such Owner's Dwelling or permit any act to be performed in contravention of, and each Owner shall comply with, and cause such Owner's family, guests, tenants, invitees to comply with, the provisions of this Declaration, the Bylaws and the Articles of Incorporation of the Association, as any of the same may be amended from time to time.

X. With respect to each Villa Lot, no Owner thereof shall do anything that would increase the rate of insurance on such Owner's Dwelling, the improvements thereon, or on any other Dwelling or improvement adjacent thereto.

## ARTICLE VIII EASEMENTS

1. Encroachment Easements. Should any portion of any Dwelling as constructed on any Lot by Declarant or any Builder overhang or encroach on an adjacent Lot or on any Common Area, the Owner of the overhanging or encroaching Dwelling shall have an easement on such adjacent Lot or Common Area, as the case may be, to permit the overhanging or encroaching portion of such construction to remain in the same state and location as when said Dwelling was first occupied for residential use. Such easement shall be appurtenant to and shall pass with title to the Lot on which said improvements were constructed.

In addition to the foregoing right and easement, each Owner of a Villa Lot and each such Owner's family, guests and invitees shall have the right of portions of the Dwelling constructed on a Villa Lot in the Subdivision and the fixtures belonging to such Dwelling to encroach on any adjacent Villa Lot, such portions of the Dwelling to include, as illustration, but not as a limitation, walls, foundations, wing walls, eaves, sills, gutters, downspouts, bay windows, decks, patios, porches and air conditioners.

2. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each SF Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The easement area of each Villa Lot and all improvements in it shall be maintained continuously by the Association,

*See amendment*

except for those improvements for which a public authority or utility company is responsible.

3. Temporary Construction Easement. Until the last Lot is sold and conveyed to an Owner other than the Declarant or any Builder, the Common Area, streets, and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Declarant and each Builder and their respective employees, agents, contractors and subcontractors, to enter upon and over the Common Area, streets, and each such Lot for the purpose of grading and construction on such Lot and any adjoining Lots, Common Area and streets.
4. Maintenance Easement For Villa Lots. Each Villa Lot and Dwelling thereon shall be subject to a perpetual easement in gross in favor of the Association, its successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary or desirable, in the sole opinion of the Board of the Association, to enter a Villa Lot or Dwelling thereon to maintain, service, improve, repair, or replace any improvements, landscaping, or equipment, then the employees, agents and contractors and their respective agents, subcontractors, and employees shall be entitled to enter in, upon or about the Villa Lot and Dwelling thereon for such purpose. The Association shall specifically have the authority to enter any Villa Lot or Dwelling thereon for the fulfillment of its obligations and duties required herein, including, without limitation, repairing, maintaining, servicing, improving, or replacing the roof, gutters, siding or exterior brick, drives, porches, patios and sidewalks thereof or any pipes or wiring therein that serve more than Villa Lot or Dwelling thereon. Under no circumstances shall the Association be responsible for maintaining, servicing, improving, or replacing any equipment or improvements within or about Villa Lot or Dwelling thereon that serve only that Dwelling, including, without limitation, the air conditioning, heating, plumbing, hot water heaters, wiring and electrical systems thereof. The responsibility for maintaining, repairing and replacing any equipment or improvements within or about any Villa Lot or Dwelling thereon that serve only that Dwelling shall be the sole responsibility of the particular Owner receiving the sole service of such equipment or improvement. To the extent that any such equipment or improvements are covered by an insurance policy maintained by the Association, the relevant Owner(s) shall be responsible for the payment of the deductible amount under said policy and the Association shall apply the policy's proceeds to any repair or replacement.

#### ARTICLE IX PARTY WALLS ON VILLA LOTS

Solely with respect to Villa Lots, each wall, including common garage walls and common fences, which is built as a part of the original construction of a Dwelling and placed on the dividing line between Villa Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law

regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

1. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of adjacent Villa Lots sharing a common wall.
2. If a party wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time) other than by an act of an adjoining Owner, or the agent, invitee or family of such Owner, it shall be the obligation of the Owners to rebuild or repair same at their joint and equal expense.
3. If a party wall is destroyed or damaged through the act of an Owner, or the agent, invitee, or family of an Owner, it shall be the obligation of such Owner to rebuild or repair same at the sole cost of such Owner.
4. To the extent that any of the foregoing are covered by an insurance policy carried by the Association, the relevant Owner or Owners of the adjacent Villa Lots sharing a common wall shall be responsible for the payment of the deductible amount under that policy, and the Association shall apply the policy's proceeds to any repair or replacement.
5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

#### ARTICLE X INSURANCE: DAMAGE OR DESTRUCTION (VILLA LOTS)

Each Dwelling and other improvements located on a Villa Lot shall be insured against loss or damage by fire and other hazards as are covered under standard fire and casualty coverage insurance policies. The Board of Directors shall from time to time establish rules and regulations governing the obtaining and maintenance of such insurance either by the Owners or by the Board of Directors, as the Board of Directors shall determine in its sole discretion, and each Owner shall comply with such rules and regulations. In all events, the obtaining and maintenance of such insurance shall be governed by the following:

1. Each Dwelling and other improvements located on a Villa Lot shall at all times be insured in an amount equal to the full replacement cost thereof.
2. Regardless of how such insurance is purchased or by whom, the Association hereunder shall at all times be named as an additional insured, and a copy of each policy, including any renewal or additional policy, shall be delivered to the Board of Directors.

3. Each policy shall provide that the insurer waives any right of subrogation against the Board of Directors hereunder, their respective employees, agents or contractors, and any Owner.
4. Each policy shall provide that the same shall not be canceled, terminated, or amended with thirty (30) days prior written notice to the Board of Directors hereunder.
5. Each Owner of a Villa Lot shall be responsible for obtaining and maintaining insurance on the personal property owned by such Owner within such Owner's Villa Lot.

In case of fire or other casualty covered by such insurance, the insurance proceeds shall be applied to reconstruction or repair of the improvements. The affected Dwelling and improvements shall be restored to substantially the same condition in which the same existed prior to the fire or other casualty, with the same vertical and horizontal dimensions as before.

If an Owner of a Villa Lot fails to obtain and maintain insurance in compliance with these provisions, the Board of Directors shall have the right, following written demand upon such Owner to provide insurance in compliance herewith and failure of such Owner to obtain such insurance within ten (10) days of such written demand, to obtain and maintain such insurance for the Dwelling and improvements of such Owner.

If the Directors hereunder shall determine that such insurance shall be obtained and maintained by it in the case of a specific Dwelling, as hereinabove authorized, or if the Directors shall determine that such insurance shall be obtained and maintained by it for each Dwelling and improvements in the Subdivision, the cost of the premiums for such insurance shall be assessed against each Lot and shall be added to the Villa Assessment to which such Lot is subject under Article VI hereof, and, as a part of such Villa Assessment, the same shall constitute an obligation of the Owner and shall be a charge and a lien on the Villa Lot to which assessed and the same shall become due and payable in all respects as provided in Article VI hereof, provided that the limitations in the amount of the annual Villa Assessment as set out in said Article VI shall not apply to the assessment for insurance premiums as authorized in this Article. The Directors, when establishing the assessment for such insurance premiums, may utilize the estimated premium charges for such insurance but shall, thereafter, make such adjustments as are necessary to reflect the actual premium charge.

#### ARTICLE XI EXTERIOR MAINTENANCE

*amendment  
#9*

Solely with respect to SF Lots, each Owner shall be responsible for keeping such Owner's Lot and the exterior of such Owner's Dwelling in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exterior as necessary. In the event an Owner shall fail to maintain such Owner's Lot and Dwelling in a manner satisfactory to the Directors or the Association, upon an affirmative vote of the Directors,

the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors. The Directors or their agents, contractors, or employees shall not be held liable for any manner of trespass that might arise under this Article. The cost of such maintenance shall be added to and become part of the next Assessment to which such Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be entitled to all remedies provided in Article VI, Section 9 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

Solely with respect to Villa Lots, subject to the terms of this Declaration and the obligations and restrictions imposed upon Owners, the Association shall be responsible for exterior maintenance upon each Villa Lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, including patios, walls, driveway maintenance and repair, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include repair or maintenance of decks, glass surfaces of exterior doors, garage doors, and windows. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner of a Villa Lot shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the Lot except the glass portions of any door or window.

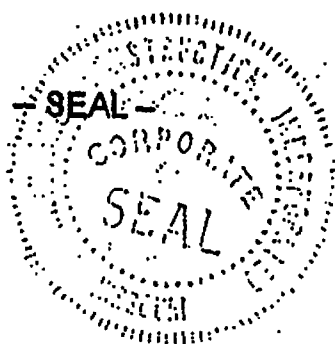
## ARTICLE XII GENERAL PROVISIONS

1. Enforcement. The Association, the Directors, the Declarant, any Builder or any Owner shall have the right to enforce by any proceeding at law or in equity, any of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Association, the Directors or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect. In the event of any conflict between any of the terms, conditions or provisions of this Declaration and any of the terms, conditions or provisions of the Articles of Incorporation of the Association and/or the Bylaws, the terms, conditions and provisions of this Declaration shall control.
3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of fifty (50) years from the date this Declaration

is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years each unless an instrument signed by the then Owners having seventy-five percent (75%) of the votes in the Association has been recorded, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.

4. Amendment. This Declaration may be amended by a majority of a quorum of the Directors at any time prior to the election of the entire Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least seventy percent (70%) of the votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri. Notwithstanding the foregoing, until such time as all of the Lots are owned by Owners other than the Declarant, the Declarant reserves the right, and shall have the right, to make changes or revisions to this Declaration (i) to comply with the requirements of the U.S. Department of Housing and Urban Development,, the Federal Housing Administration, Fannie Mae, Freddie Mac, the Department of Veterans Affairs or any other governmental agency, (ii) to comply with applicable ordinances, statutes or laws, (iii) to make corrections of any errors, and (iv) permitted to be made by the Declarant under any other provision in this Declaration.
5. Reservation of Expenditures. 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 joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals or any other facilities or services, streets recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision or for any other purpose of any nature or description with respect to any of the Properties, regardless of when such expenditure is incurred.
6. Release. Declarant may release the Property, or any portion thereof, including, without limitation, any one or more Lots or Common Area, from the provisions of this Declaration, by amending the Declaration, as set forth in Section 4 immediately above, and, if Declarant deems it necessary, recording one or more revised or amended plats.
7. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears on the records as the record owner of the Lot at the time of such mailing.

IN WITNESS WHEREOF, the undersigned has hereunto set its hands as of the day and year first above written.



WHITTAKER CONSTRUCTION, INCORPORATED

By:

*John Bradford Goss*

John Bradford Goss, President

STATE OF MISSOURI )

COUNTY OF ST. CHARLES )

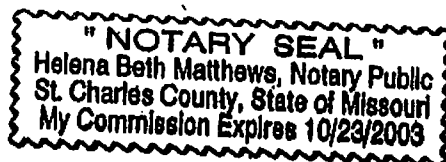
SS.

On this 21st day of July, 2000, before me personally appeared John Bradford Goss, to me personally known, who, being by me duly sworn, did state that he is the President of WHITTAKER CONSTRUCTION, INCORPORATED, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said John Bradford Goss acknowledges said instrument to be the free act and deed of said corporation.

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

*Helena Beth Matthews*  
Notary Public

My Commission Expires:



# **SCHEDULE 1 REQUIRED DIRECTORS**

**BOOK 2420 PAGE 1510**

For SF Lots:

<u>Number of SF Lots</u>			<u>Number of Directors</u>
1	-	350	SF Lots
351	-	525	SF Lots
526	-	700	SF Lots
701	-	875	SF Lots
875 or more			SF Lots
			2
			3
			4
			5
			6

For Villa Lots:

<u>Number of Villa Lots</u>			<u>Number of Directors</u>
1	-	200	Villa Lots
201 or more			Villa Lots
			2
			3

The required number of Directors shall be the sum of the number of Directors required for SF Lots plus the number of Directors required for Villa Lots (if any); provided that, in the event that, in accordance with the foregoing schedule, an even number of Directors would otherwise be required, the number of required Directors shall be increased by one (such that there will always be an odd number of Directors).

Notwithstanding the foregoing, in accordance with Section 1(a) of Article V, any Director appointed by Declarant shall also serve as a Villa Director. In accordance with, and subject to, Section 1(d) of Article V; following the point in time at which one hundred percent (100%) of the Lots are owned by Owners other than the Declarant, any additional Director required under the preceding paragraph of this Schedule 1 (such that there will always be an odd number of Directors) shall be elected by the by the Owners of SF Lots.



EXHIBIT A

Page 1 of 4

A tract of land being part of U.S. Surveys 947 and 2669 and part of Fractional Section 36, Township 47 North, Range 1 East, part of U.S. Survey 947, Township 47 North, Range 2 East, and part of U.S. Survey 947, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at an old stone marking the southwest corner of Fractional Section 31, Township 47 North, Range 2 East; thence along the southern line of property now or formerly of Ruth and Donald Campbell, as recorded in Book 1760, Page 930, a distance of 841.30 feet to a point on the southeast right-of-way line of State Highway Z; thence along said right-of-way line, along a curve to the right, having a radius of 1462.15 feet, an arc length of 199.90 feet the chord of which bears South 49°30'35" West a chord distance of 199.75 feet to a point; thence South 53°25'35" West a distance of 228.62 feet to the POINT OF BEGINNING of the tract of land herein described; thence leaving said right-of-way line, South 41°50'47" West a distance of 55.05 feet to a point of curvature; thence along a curve to the left, having a radius of 50.00 feet, an arc length of 71.03 feet the chord of which bears South 02°11'48" West a chord distance of 65.20 feet to a point; thence South 38°29'58" East a distance of 617.78 feet to a point of curvature; thence along a curve to the left, having a radius of 520.00 feet, an arc length of 156.60 feet the chord of which bears South 47°07'37" East a chord distance of 156.01 feet to a point of curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 33.22 feet the chord of which bears North 76°39'50" East a chord distance of 29.53 feet to a point; thence South 60°55'05" East a distance of 50.00 feet to a point; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 33.22 feet the chord of which bears South 18°29'59" East a chord distance of 29.53 feet to a point; thence along a curve to the left, having a radius of 520.00 feet, an arc length of 23.56 feet the chord of which bears South 67°22'46" East a chord distance of 23.55 feet; thence South 68°40'38" East a distance of 493.20 feet to a point of curvature; thence along a curve to the left, having a radius of 20.00 feet an arc length of 31.42 feet the chord of which bears North 66°19'22" East a chord distance of 28.28 feet to a point; thence South 68°40'38" East a distance of 50.00 feet to a point; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 31.42 feet the chord of which bears South 23°40'38" East a chord distance of 28.28 feet to a point; thence South 68°40'38" East a distance of 286.55 feet to a point; thence North 21°19'22" East a distance of 47.58 feet to a point; thence North 33°20'58" East a distance of 435.41 feet to a point; thence North 18°35'29" East a distance of 99.47 feet to a point; thence North 31°30'42" East a distance of 59.84 feet to a point; thence North 40°15'26" East a distance of 65.21 feet to a point; thence North 44°20'42" East a distance of 117.85 feet to a point; thence North 83°40'39" East a distance of 40.90 feet to a

point; thence North 70°16'31" East a distance of 88.88 feet to a point; thence North 61°27'27" East a distance of 81.88 feet to a point; thence North 65°16'47" East a distance of 95.13 feet to a point; thence North 70°46'25" East a distance of 84.76 feet to a point; thence South 23°25'24" East a distance of 111.25 feet to a point; thence along a curve to the right, having an arc length of 20.01 feet a radius of 350.00 feet the chord of which bears North 68°12'53" East a chord distance of 20.01 feet; thence North 23°25'24" West a distance of 110.00 feet; thence North 57°47'29" East a distance of 73.31 feet to a point; thence North 31°30'31" East a distance of 149.79 feet to a point; thence North 26°44'22" East a distance of 101.49 feet to a point; thence North 38°09'38" East a distance of 101.49 feet to a point; thence North 42°46'56" East a distance of 216.60 feet to a point on the common line of between Fractional Section 31 and U.S. Survey 947; thence along said common line between said Fractional Section 31 and U.S. Survey 947, also along the southern line of property now or formerly of Patricia Davis as recorded in Book 1254, Page 1059 of the St. Charles County Recorder's Office; thence along the South line of said Fractional Section 31 and the North line of said U.S. Survey 947 South 89°53'00" East a distance of 605.39 feet to a point; thence leaving said line along the following courses; South 23°35'43" East a distance of 350.22 feet to a point; thence South 40°23'26" East a distance of 250.01 feet to a point; thence South 24°12'32" West a distance of 178.27 feet to a point; thence South 69°27'09" West a distance of 90.11 feet to a point; thence North 88°52'38" West a distance of 91.25 feet to a point; thence North 68°38'27" West a distance of 84.13 feet to a point; thence North 14°01'07" West a distance of 127.71 feet to a point; thence South 28°59'19" West a distance of 136.67 feet to a point; thence South 63°15'33" West a distance of 138.38 feet to a point; thence South 07°43'38" East a distance of 99.02 feet to a point; thence South 30°48'40" East a distance of 455.24 feet to a point; thence North 70°21'51" East a distance of 216.15 feet to a point; thence South 17°36'01" East a distance of 120.95 feet to a point; thence South 53°37'58" East a distance of 127.22 feet to a point; thence South 46°31'44" West a distance of 97.21 feet to a point; thence South 50°22'58" East a distance of 111.03 feet to a point of curvature; thence along a curve to the left, having a radius of 54.00 feet, an arc length of 20.11 feet, the chord of which bears South 32°03'38" West a chord distance of 20.00 feet to a point; thence North 65°29'46" West a distance of 110.03 feet to a point; thence South 17°54'19" West a distance of 79.82 feet to a point; thence South 22°56'31" East a distance of 90.48 feet to a point; thence South 30°04'56" East a distance of 84.50 feet to a point; thence South 33°16'41" West a distance of 97.57 feet to a point; thence South 03°57'58" West feet to a point; thence 87.85 feet to a point; thence North 83°34'05" East a distance of 111.93 feet to a point of curvature; thence along a curve to the left, having a radius of 54.00 feet, an arc length of 20.12 feet the chord of which bears South 06°05'55" East a chord distance of 20.00 feet to a point; thence South 83°54'05" West a distance of 111.93 feet to a point; thence South 04°42'18" East a distance of 68.82 feet to a point; thence South 45°00'50" East a distance of 99.23 feet to a point; thence South 08°56'22" East a distance of 154.92 feet to a point; thence South 05°24'10" West a distance of 76.82 feet to a point; thence South 00°49'06" West a distance of 95.19 feet to a point; thence South 03°04'40" East a distance of 194.02 feet to a point; thence South 46°45'18" West a distance of 153.90 feet to a point; thence South 51°43'53" West a distance of 113.26 feet to a point of curvature; thence along a curve to the left, having a radius of 175.00 feet, an arc length of 17.07 feet the chord of which bears North 41°03'44" West a chord distance of 17.06 feet to a point; thence North 46°03'38" East a distance of 110.00 feet to a point; thence North 46°46'28"

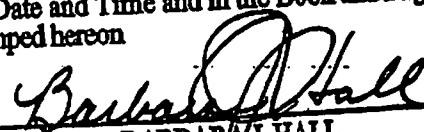
West a distance of 103.58 feet to a point; thence North  $18^{\circ}03'47''$  West a distance of a distance of 34.99 feet to a point; thence North  $05^{\circ}46'42''$  East a distance of 37.61 feet to a point; thence North  $37^{\circ}31'03''$  East a distance of 94.77 feet to a point; thence North  $24^{\circ}05'10''$  East a distance of 115.65 feet to a point; thence North  $03^{\circ}41'47''$  East a distance of 117.39 feet to a point; thence North  $23^{\circ}32'20''$  West a distance of 117.12 feet to a point; thence South  $59^{\circ}04'04''$  West a distance of 111.56 feet to a point; thence South  $57^{\circ}33'57''$  West a distance of 50.02 feet to a point; thence South  $57^{\circ}49'49''$  West a distance of 140.77 feet to a point; thence South  $48^{\circ}28'54''$  East a distance of 36.04 feet to a point; thence South  $41^{\circ}31'06''$  West a distance of 371.61 feet to a point of curvature; thence along a curve to the right, having a radius of 700.00 feet, an arc length of 178.23 feet the chord of which bears South  $29^{\circ}59'05''$  East a chord distance of 177.74 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 520.00 feet, an arc length of 181.40 feet, the chord of which bears South  $32^{\circ}41'04''$  East a chord distance of 180.48 feet to a point; thence South  $42^{\circ}40'42''$  East a distance of 157.03 feet to a point of curvature; thence along curve to the left, having a radius of 20.00 feet, an arc length of 31.42 feet, the chord of which bears South  $87^{\circ}40'42''$  East a chord distance of 28.28 feet to a point; thence South  $32^{\circ}40'42''$  East a distance of 50.00 feet to a point of curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 31.42 feet the chord of which bears South  $02^{\circ}19'18''$  West a chord distance of 28.28 feet to a point; thence South  $42^{\circ}40'42''$  East a distance of 50.00 feet to a point of curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 31.42 feet the chord of which bears South  $02^{\circ}19'18''$  West a chord distance of 28.28 feet to a point; thence South  $42^{\circ}40'42''$  East a distance of 14.77 feet to a point; thence South  $47^{\circ}19'18''$  West a distance of 80.00 feet to a point; thence North  $42^{\circ}40'42''$  West a distance of 13.23 feet to a point of curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 34.51 feet the chord of which bears South  $87^{\circ}53'49''$  West a chord distance of 30.38 feet to a point; thence North  $51^{\circ}31'41''$  West a distance of 50.00 feet to a point of curvature; thence along a curve to the right, having a radius of 200.00 feet, an arc length of 12.68 feet the chord of which bears North  $40^{\circ}17'20''$  East a chord distance of 12.68 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 29.60 feet, the chord of which bears North  $00^{\circ}17'10''$  West a chord distance of 26.97 feet to a point; thence North  $42^{\circ}40'42''$  West a distance of 157.94 feet to a point of curvature; thence along a curve to the right, having a radius of 600.00 feet, an arc length of 209.31 feet, the chord of which bears North  $32^{\circ}41'04''$  West a chord distance of 208.25 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 620.00 feet, an arc length of 302.54 feet, the chord of which bears North  $36^{\circ}40'11''$  West a chord distance of 299.54 feet to a point; thence North  $50^{\circ}38'56''$  West a distance of 1,176.09 feet to a point; thence South  $39^{\circ}21'04''$  West a distance of 250.00 feet to a point; thence South  $40^{\circ}04'11''$  West a distance of 79.75 feet to a point; thence South  $36^{\circ}20'00''$  West a distance of 87.37 feet to a point; thence South  $49^{\circ}46'29''$  West a distance of 82.60 feet to a point; thence South  $35^{\circ}00'08''$  East a distance of 201.77 feet to a point; thence South  $20^{\circ}30'15''$  West a distance of 176.31 feet to a point; thence South  $61^{\circ}54'18''$  West a distance of 185.99 feet to a point; thence South  $56^{\circ}26'25''$  East a distance of 78.35 feet to a point; thence South  $01^{\circ}08'05''$  East a distance of 158.82 feet to a point; thence South  $46^{\circ}51'16''$  West a distance of 140.34 feet to a point; thence North  $87^{\circ}38'45''$  West a distance of 219.06 feet to a point; thence North  $00^{\circ}24'53''$  East a distance of 103.21 feet to a point; thence South  $89^{\circ}45'59''$  West a distance of 612.01 feet to a point; thence North

00°25'35" East a distance of 1,283.91 feet to a point; thence North 27°59'40" West a distance of 50.47 feet to a point; thence North 21°19'22" East a distance of 273.66 feet to a point; thence North 68°40'38" West a distance of 104.12 feet to a point of curvature; thence along a curve to the right, having a radius of 600.00 feet, an arc length of 37.08 feet the chord of which bears North 66°54'24" West a chord distance of 37.07 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 32.09 feet the chord of which bears South 68°53'39" West a chord distance of 28.76 feet to a point; thence North 67°04'32" West a distance of 50.00 feet to a point of curvature; thence along a curve to the right, having a radius of 175.00 feet, an arc length of 8.63 feet the chord of which bears North 24°20'16" East a chord distance of 8.63 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 20.00 feet, an arc length of 28.81 feet the chord of which bears North 15°31'04" West a chord distance of 26.38 feet to a point of reverse curvature; thence along a curve to the right, having a radius of 600.00 feet, an arc length of 191.50 feet the chord of which bears North 47°38'34" West a chord distance of 190.69 feet to a point; thence North 38°29'58" West a distance of 616.66 feet to a point of curvature; thence along a curve to the left, having a radius of 50.00 feet, an arc length of 71.03 feet the chord of which bears North 79°11'44" West a chord distance of 65.00 feet to a point; thence South 61°09'15" West a distance of 46.43 feet to a point on the aforementioned southeastern right-of-way line of Missouri State Highway "Z"; thence along said right-of-way line, along a curve to the right having a radius of 1402.15 feet, an arc length of 179.46 feet, the chord of which bears North 49°45'35" East a chord distance of 179.33 feet to a point; thence North 53°25'35" East a distance of 85.88 feet to the POINT OF BEGINNING.

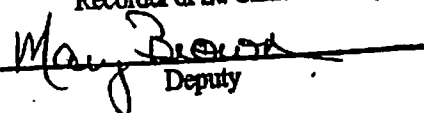
## END OF DOCUMENT

State of Missouri }  
County of St. Charles }

I hereby certify that this instrument is  
FILED FOR RECORD and is RECORDED  
the Date and Time and in the Book and Page  
Stamped hereon



BARBARA J. HALL  
Recorder of St. Charles County

By   
Deputy

2-23 UST-MISC

77402

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONE MEADOWS

BOOK 2662 PAGE 52

THIS AMENDMENT is made as of the 10th day of September, 2001, to that certain Declaration of Covenants, Conditions and Restrictions for Stone Meadows, dated as of July 21, 2000, recorded in Book 2420, Page 1479, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by the Stone Meadows Homeowners Association (the "Association"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article XII, Section 4., of the Declaration permits the Declaration to be amended by a majority of a quorum of the Directors at any time prior to the election of the entire Board of Directors by the Association as provided in Article V, Section 1, of the Declaration.

B. Article VII, Section 1. O., of the Declaration provides, among other things, that "All fences shall be built of wood, wrought iron or PVC (in colors and style approved by the Board of Directors) and a height no greater than six feet (6')."

C. In accordance with Article XII, Section 4., the Board of Directors of the Association desires to amend the Declaration as set forth herein below.

AMENDMENT

NOW, THEREFORE, in accordance with Article XII, Section 4., of the Declaration, the second sentence of Article VII, Section 1. O., of the Declaration is hereby amended to read as follows:

All fences on lots contiguous to Perry Cate Boulevard shall be built of black aluminum fencing described as Flat Top with Spear, model number UAF-250, from Ultra Aluminum Mfg., Inc., a height of four feet (4') or if said model is not commercially available, another of substantially the same type and style; all other fences shall be built of either the aforementioned black aluminum, wood, wrought iron, or PVC (in colors and style approved by the Board of Directors) and a height no greater than six feet (6')."

Except as otherwise provided herein, the Declaration shall remain unchanged and in full force and effect.

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
RECORDER OF DEEDS  
FILED FOR RECORD

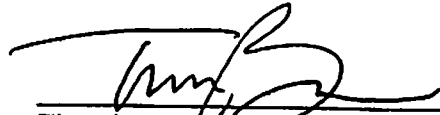
SEP 11 2001


15359.1

By Barbara J. Hall  
Time 1:32 pm

IN WITNESS WHEREOF, the undersigned have set their hands the date first above written.

## STONE MEADOWS HOMEOWNERS ASSOCIATION

  
Timothy L. Busse

  
Timothy W. Tobin

  
Helena Beth Matthews

BEING ALL OF THE DIRECTORS

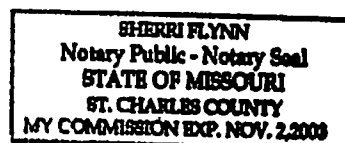
STATE OF MISSOURI       )  
                                      ) SS  
COUNTY OF ST CHARLES)

On this 10<sup>th</sup> day of September, 2001, before me personally appeared Timothy L. Busse, Timothy W. Tobin, and Helena Beth Matthews who being by me duly sworn, did say that they are the Directors of Stone Meadows Homeowners Association, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Timothy L. Busse, Timothy W. Tobin, and Helena Beth Matthews acknowledged said instrument to be the free act and deed of said corporation.

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

  
Notary Public

My term expires: 11-2-2003



BOOK 3032 PAGE 1597

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STONE MEADOWS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE MEADOWS is made as of the 19th day of September, 2002 to that certain Declaration of Covenants, Conditions and Restrictions for Stone Meadows dated as of July 21, 2000, recorded in Book 2420, page 1479, of the St. Charles County Recorder of Deeds office (the "Declaration") by all of the Directors of the Board of Directors of Stone Meadows Homeowners Association, a Missouri nonprofit corporation.

## RECITALS

A. Article XII, Section 4 of the Declaration permits the Declaration to be amended by a majority of a quorum of the Directors at any time prior to the election of the entire Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration.

B. The Declarant is still entitled to appoint Directors to the Board as provided in Article V, Section 1 of the Declaration; therefore, the Declaration may be amended by a majority of a quorum of the Directors.

C. The Directors desire to further regulate signage in the Subdivision.

NOW, THEREFORE, the Board of Directors, pursuant to Article XII, Section 4 of the Declaration, hereby amends Article VII, Section 1.K. of the Declaration by deleting the words "or rent" from item (i) in the third line thereof.

In all other respects, the Declaration remains unchanged and in full force and effect.

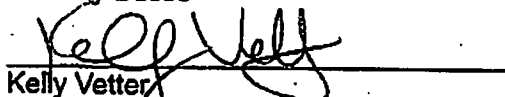
IN WITNESS WHEREOF, the undersigned have set their hands and seal the day and year first above written.

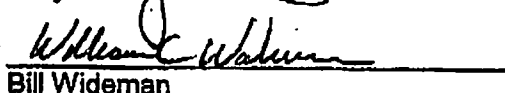
STONE MEADOWS HOMEOWNERS ASSOCIATION

  
Gregory G. Whittaker

  
David Price

  
Timothy Busse

  
Kelly Vetter

  
Bill Wideman

BEING ALL OF THE DIRECTORS

BOOK 3032 PAGE 1598

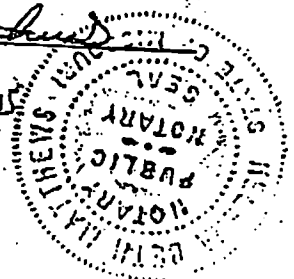
STATE OF MISSOURI )  
COUNTY OF ST. CHARLES ) SS

On this 20th day of September, 2002, before me personally appeared Gregory G. Whittaker to me personally known, who, being by me duly sworn, did state that he is a director of The Stone Meadows Homeowners Association, a Missouri nonprofit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Gregory G. Whittaker acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires: 10-23-03

Helena Beth Matthews  
Notary Public  
Helena Beth Matthews



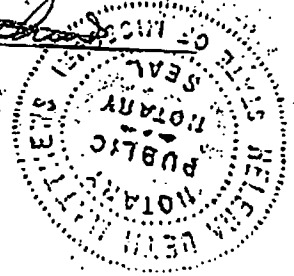
STATE OF MISSOURI )  
COUNTY OF ST CHARLES ) SS

On this 19th day of September, 2002, before me personally appeared David Price, who being by me duly sworn, did say that he is a Director of The Stone Meadows Homeowners Association, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said David Price acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires: 10-23-03

Helena Beth Matthews  
Notary Public  
Helena Beth Matthews



STATE OF MISSOURI )  
COUNTY OF ST CHARLES ) SS

On this 20th day of September, 2002, before me personally appeared Timothy Busse, who being by me duly sworn, did say that he is a Director of The Stone Meadows Homeowners Association, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Timothy Busse acknowledged said instrument to be the free act and deed of said corporation.



Am Restr  
4-29

Book 3032 Page 159

10-1-02 Received by hbc.  
Copy: Closing Dept.  
Sales Office  
SIAM - Mail to homeowners

91410

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

2002 SEP 25 PM 12:00

*Barbara J. Hall*  
RECORDER OF DEEDS

File # UST-MISC

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR STONE MEADOWS

DATE: September 19, 2002

GRANTOR(S): STONE MEADOWS HOMEOWNERS ASSOCIATION  
ADDRESS: 355A Mid Rivers Mall Drive, St. Peters, MO 63376

GRANTEE(S): STONE MEADOWS HOMEOWNERS ASSOCIATION  
ADDRESS: 355A Mid Rivers Mall Drive, St. Peters, MO 63376

LEGAL DESCRIPTION: N/A

REFERENCE BOOK & PAGE NUMBERS: Book 2420, Page 1479

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONE MEADOWS

THIS AMENDMENT TO DECLARATION of Covenants, Conditions and Restrictions for Stone Meadows is made as of the 24th day of April, 2002 to that certain Declaration of Covenants, Conditions and Restrictions for Stone Meadows dated as of July 21, 2000, recorded in Book 2420, Page 1479, of the St. Charles County Recorder of Deeds office (the "Declaration") by all of the Directors of the Board of Directors of Stone Meadows Homeowners Association, a Missouri nonprofit corporation.

RECITALS

- A. Article XII, Section 4 of the Declaration permits the Declaration to be amended by a majority of a quorum of the Directors at any time prior to the election of the entire Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration.
- B. The Declarant is still entitled to appoint Directors to the Board as provided in Article V, Section 1 of the Declaration; therefore, the Declaration may be amended by a majority of a quorum of the Directors.
- C. The Declarant desires to construct townhouse villas in the Subdivision and the Board believes such housing would be desirable in the Subdivision.
- D. The Declarant and the Board desire to allow for greater flexibility in the manner in which townhouse villas are maintained than is presently contemplated in the Declaration for Villas.

NOW, THEREFORE, the Board of Directors, pursuant to Article XII, Section 4 of the Declaration, hereby amends the Declaration as follows:

- 1. Definitions. Article I, Definitions, is hereby amended by adding a new Section 16. thereto:

16. "Villa" shall mean and refer to any one or two story attached Dwelling constructed on a Villa Lot. For purposes of this definition, a walkout basement shall not be included in the determination of the number of stories in a Dwelling.

- 2. Creation of the Subdivision Lien. Article VI, Section 1 is hereby amended by replacing the language:

"(a) regular assessments and charges for the exterior maintenance of such Villa Lot (such Maintenance as described in Article XI) and for the landscaping, planting, laying of sod and seeding each Villa Lot (such work as described in Article VII, Section 1(m) ("Villa Assessments"))"

in lines 10 through 13 with the following:

"(a) regular assessments and charges as the Villa Directors may determine, in their sole discretion, for the exterior maintenance of each Villa Lot including such Maintenance as the Villa Directors may elect to be performed by the Association as described in Article XI and for such landscaping, planting, laying of sod and seeding of each Villa Lot as the Villa Directors may elect for the Association to perform as described in Article VII, Section 1(m) ("Villa Assessments")".

3. Establishment of Villa Assessments. Article VI, Section 5.A. is hereby amended by replacing this Section 5.A. with the following:

A. If there exists any Villa Lots, on or before the end of each Assessment Year the Villa Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall distinguish between differences in maintenance and upkeep the Villa Directors may determine, in their sole discretion, to provide for different types of Villas in the Subdivision, providing greater assessments for those types of Villas within the Subdivision for which the Villa Directors have determined to provide greater maintenance than other types of Villas. Such budget shall also take into account the estimated expenses and charges and cash requirements for the Assessment Year for such exterior maintenance of Villa Lots as the Villa Directors shall determine, in their sole discretion, to provide through the Association and for such landscaping, planting, laying of sod and seeding of Villa Lots as the Villa Directors may determine to provide as described in Article VII, Section 1(m); such expenses and charges may include, without limitation, all labor, services, materials, parts, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees and other expenses and charges. The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Villa Directors. To the extent that the Villa Assessments and other cash income collected from the Owners during the preceding years for such expenses and charges shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

4. Uniform Rate. Article VI, Section 7 of the Declaration is hereby amended by replacing the Section with the following new Section 7:

7. Uniform Rate. Assessments, Special Assessments, Villa Assessments and Villa Special Assessments must be fixed at a uniform rate for all Lots and similar types of Villas on all Villa Lots, as applicable, within the Subdivision, provided, however, the Board may, in the Board's discretion, set different rates for Assessments and Special Assessments, each with respect to the maintenance, repair, or replacement of items that are nonuniform in size, such as patios or decks, and the Villa Directors may in their discretion, set different rates for Villa Assessments and Villa Special Assessments (i) with respect to the maintenance, repair, or replacement of items that are nonuniform in size, such as driveways, and (ii) with respect to different types of Villas. For example, the Villa Directors

may elect to provide exterior maintenance through the Association for ranch, one story Villas in one area of the Subdivision and elect not to provide any exterior maintenance through the Association for townhouse Villas; notwithstanding any provision to the contrary, all Villa Assessments and Villa Special Assessments for the same type of Villa shall be uniform within the Subdivision.

5. Commencement of Annual Assessments. Article VI, Section 8 of the Declaration is hereby amended by replacing the words "of Villa Lots" at the end of this Section with the words "of the same type of Villa on a Villa Lot."

6. Covenants. Article VII, Sections 1.D., 1.K., 1.M. and 1.O. are hereby amended as follows:

Section 1.D. is hereby amended by inserting the following sentence after the first sentence thereof:

In addition, no Owner or Builder shall change the exterior color of any Villa, including, without limitation, the roof, siding, brick, doors, shutters or trim materials without first obtaining approval of the Directors.

Section 1.K. is amended by replacing the phrase "on any Lot" with the phrase "on, in, over or about any Dwelling or Lot, including, without limitation, the lawn, yard, landscaping, trees, shrubs, driveway, roof, window(s), or door(s)" in the first line of this Section.

Section 1.M. is amended by replacing this section with the following new Section 1.M.:

M. The Villa Directors of the Association shall determine the scope of maintenance of landscaping to be provided by the Association for Villa Lots. The Villa Directors may elect as follows: (i) the Association shall be responsible for and shall undertake and maintain the land-scaping, planting, laying of sod, and seeding of each Villa Lot, or (ii) each individual Villa Lot Owner shall be responsible for the maintenance of his Villa Lot. If the Villa Directors select option (i), then any Owner of a Villa Lot may still undertake, at its expense, landscaping, laying of sod, seeding, or planting on any unpaved portion of such Owner's Villa Lot; provided, however, that if, in the reasonable judgment of the Board of Directors, the landscaping, planting, seeding or laying of sod or other similar actions performed by an Owner increases the cost to the Association of maintenance of any of the Villa Lots, the Board of Directors may assess a special maintenance charge hereunder for the additional costs of such maintenance and such special maintenance charge shall be a lien against such Owner's Villa Lot and such Owner personally, as set forth in Article VI of this Declaration pertaining to general and special assessments; further provided, however, that such action by an Owner shall not reduce or diminish its Villa Assessment. In the event the Villa Directors select option(i), then no landscaping, gardening, planting, laying of sod, seeding, grading, paving,

or changing of terrain or construction of any structure, building or other improvements shall be undertaken, constructed, erected, performed, done, dug or installed by any Owner within any Villa Lot except as approved by a majority of the Directors of the Association. In the event the Directors fail to approve or disapprove any of the foregoing within thirty (30) days after submission of the same to the Directors for their approval, the same shall be deemed disapproved. If the Villa Directors select option (ii) then each Villa Lot Owner shall maintain his Villa Lot in a neat attractive manner, including without limitation, maintenance of the lawn and shrubbery; no such Villa Lot Owner shall permit the lawn upon such Villa Lot, whether grass, legume or ivy, to grow in excess of six (6) inches in height from the ground. Notwithstanding any provision here to the contrary, the Villa Directors may select option (i) for one section of Villas in the Subdivision and option (ii) for a different section of Villas in the Subdivision and the Villa Assessments for each section of Villas shall be differentiated accordingly.

Section 1.O. is hereby amended by adding the following after the number "six feet (6') in the third line thereof:

"provided, fences placed upon Villa Lots shall not exceed four feet (4') in height, except that any such fences on Villa Lots abutting property zoned commercial (i) shall be uniform in appearance and color (as determined by the Board) and (ii) if the Board approves, may be as high as six feet (6')."

Notwithstanding any term or provision hereof to the contrary, no fence may exceed a height of four feet

7. Utility and Drainage Easements. The last sentence of Article VIII, Section 2 is hereby amended by replacing this sentence with the following:

If the Villas Directors decide to provide lawn maintenance for the Villas as specified in Article VII, Section 1.M. hereinabove, then the easement area of each Villa Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible; otherwise, each Villa Lot Owner shall continuously maintain such easement area, except for the improvements therein for which the public authority or utility company is responsible.

8. Maintenance Easement for Villa Lots. Article VIII, Section 4 is hereby amended by replacing the phrase "required herein" in the tenth line thereof with the phrase "as the Villa Directors shall determine as provided in Article XI hereof".

9. Exterior Maintenance. Article XI is hereby amended by replacing the second paragraph thereof with the following new paragraphs:

Solely with respect to Villa Lots, subject to the terms of this Declaration and the obligations and restrictions imposed upon Owners, the Villa Directors shall

determine to what extent the Association shall be responsible for exterior maintenance upon each Villa Lot, including, without limitation: painting, repairing, replacing, and caring for roofs, gutters, downspouts, exterior building surfaces, including patios, walls, driveway maintenance and repair, walks and other exterior improvements, and trees, shrubs, and grass. The Villa Directors may elect to cause the Association to provide some or all of such maintenance and the cost thereof shall be included in the Villa Assessments for such Villa Lots. In the event that any need for such maintenance or repair is caused through the willful or negligent act of the Villa Owner, or the Villa Owner's family, guests, or invitees, then the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Villa Owner is subject. To the extent that the Villa Directors decide not to provide any such maintenance then the Villa Lot Owners shall be responsible for the same at their own individual expense. Notwithstanding the foregoing, under no circumstances shall the Villa Directors cause the Association to provide exterior maintenance for the repair or maintenance of decks, glass surfaces of exterior doors, garage doors, and windows.

Solely with respect to Villas on Villa Lots that Villa Directors determine shall be maintained by the Villa Owners, each such Villa Owner shall be responsible for keeping such Villa Owner's Lot and the exterior of such Villa Owner's Dwelling in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exterior as necessary. In the event any such Villa Owner shall fail to maintain such Villa Owner's Lot and Dwelling in a manner satisfactory to the Villa Directors or the Association, upon an affirmative vote of the Villa Directors, the Association shall have the right, through its agents and employees, to enter upon said Villa Lot and to repair, maintain, and restore the Villa Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors. The Villa Directors or their agents, contractors, or employees shall not be held liable for any manner of trespass that might arise under this Article. The cost of such maintenance shall be added to and become part of the next Assessment to which such Villa Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be entitled to all remedies provided in Article VI, Section 9 for non-payment, including, without limitation, imposition of a lien on said Owner's Villa Lot and foreclosure thereof.

In the event the Association is providing maintenance for Villa Lots then an Owner of a Villa Lot shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the Lot except the glass portions of any door or window. Notwithstanding any provision here to the contrary, the Villa Directors may elect to provide differing levels of maintenance and repair to different sections of Villas within the Subdivision and the Villa Assessments for each section of Villas shall be differentiated accordingly.

In all other respects, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seal the day and year first above written.



STONE MEADOWS HOMEOWNERS ASSOCIATION

Helena Beth Matthews  
Helena Beth Matthews

Timothy Tobin  
Timothy Tobin

Timothy Busse  
Timothy Busse

BEING ALL OF THE DIRECTORS

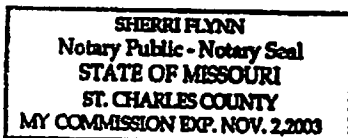
STATE OF MISSOURI )

COUNTY OF ST. CHARLES )

) SS

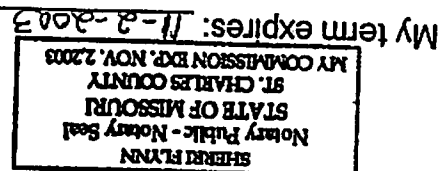
On this 29th day of April, 2002, before me personally appeared Helena Beth Matthews to me personally known, who, being by me duly sworn, did state that she is a director of The Stone Meadows Homeowners Association, a Missouri nonprofit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Helena Beth Matthews acknowledged said instrument to be the free act and deed of said corporation.

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



My term expires: 11-2-2003

Sherri Flynn  
Notary Public, Sherri Flynn

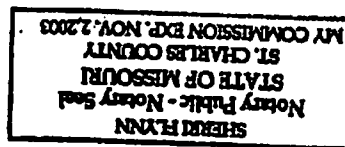


Sherri Flynn  
Notary Public, Sherri Flynn

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

On this 29th day of April, 2002, before me personally appeared Timothy Busse, who being by me duly sworn, did say that he is a Director of The Stone Meadows Homeowners Association, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Timothy Busse acknowledged said instrument to be the free act and deed of said corporation.

STATE OF MISSOURI  
)  
) SS  
)  
COUNTY OF ST CHARLES



Sherri Flynn  
Notary Public, Sherri Flynn

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

On this 29th day of April, 2002, before me personally appeared Timothy Tobin, who being by me duly sworn, did say that he is a Director of The Stone Meadows Homeowners Association, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Timothy Tobin acknowledged said instrument to be the free act and deed of said corporation.

STATE OF MISSOURI  
)  
) SS  
)  
COUNTY OF ST CHARLES



**WRITTEN CONSENT OF BOARD OF DIRECTORS  
OF THE  
STONE MEADOWS HOMEOWNERS ASSOCIATION**

**December 31, 2005**

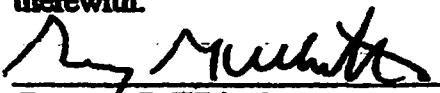
The undersigned, being all the Directors of The Stone Meadows Homeowners Association, consent to the following resolutions and waive notice of a meeting of the Board of Directors and the holding of such meeting, it being intended that this consent shall have the same force and effect as a unanimous vote of the directors at the meeting of the Board of Directors of the corporation duly called and held at which a quorum was present and acting unanimously throughout. The resolutions to which the undersigned consent are as follows:

WHEREAS The Declaration of Covenants, Conditions and Restrictions for Stone Meadows provides that the Board of Directors of the corporation be given the responsibility to review estimated annual budgets for the Association, establish and levy assessments and determine each Owner's Assessment for each Assessment Year; and


WHEREAS the Board of Directors has the power pursuant to the Declaration of Covenants, Conditions and Restrictions for Stone Meadows Homeowners Association to establish, increase and levy assessments for the Association; and

WHEREAS the Board of Directors has reviewed a proposed annual budget for the year 2006 and determined that it is in the best interests of the Association to increase each Owner's Assessment to \$320.00 per year;


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors, effective as of December 31, 2005, hereby establishes and levies the assessment for each Lot for 2006 at \$320.00, which amount represents an increase of each Owner's annual assessment from the current payment of \$310.00 per year to a payment of \$320.00 per year, and imposes upon each Lot in the Subdivision a lien for the payment thereof, together with such interest, costs of collection and attorneys' fees that may be payable in connection therewith.

  
Gregory G. Whitaker

  
Timothy L. Busse

  
David W. Price

  
Peter McCarthy

  
Kelly Vetter

  
Bill Wideman

  
Becky Wright

Being all of the Directors .

**WRITTEN CONSENT OF DIRECTORS  
OF THE  
STONE MEADOWS HOMEOWNERS ASSOCIATIONS**

**January 1, 2006**

The undersigned, being all of the directors of the Stone Meadows Homeowners Association, consent to the following resolutions and waive notice of a meeting of the Board of Directors and the holding of such meeting, it being intended that this consent shall have the same force and effect as a unanimous vote of the directors at the annual meeting of the Board of Directors of the corporation duly called and held at which a quorum was present and acting unanimously throughout. The resolutions to which the undersigned consent are as follows:

BE IT RESOLVED, pursuant to the powers vested in the Board of Directors pursuant to Article V of the Declaration, any Owner who does not pay any assessment within fifteen days after it is due and for which Association incurs legal fees and costs in connection therewith shall be responsible for the payment of such fees and costs;

BE IT FURTHER RESOLVED, in the event any Owner violates any terms of the Declaration and the Association incurs legal fees in the enforcement thereof, such Owner shall be responsible for the payment of such fees and costs;

BE IT FURTHER RESOLVED, the management company is directed to notify the Owners of the imposition of these potential fees and costs.

  
\_\_\_\_\_  
Gregory G. Whittaker

  
\_\_\_\_\_  
Timothy L. Busse

  
\_\_\_\_\_  
David W. Price

  
\_\_\_\_\_  
Kelly Vetter

  
\_\_\_\_\_  
Becky Wright

  
\_\_\_\_\_  
Keith Jeffrey

  
\_\_\_\_\_  
Leslie Pingel

  
\_\_\_\_\_  
John Longo

Being all of the Directors

**WRITTEN CONSENT OF DIRECTORS  
OF THE  
STONE MEADOWS HOMEOWNERS ASSOCIATION**

**January 01, 2006**

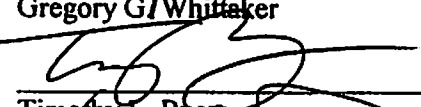
The undersigned, being all of the directors of the Stone Meadows Homeowners Association, consent to the following resolutions and waive notice of a meeting of the Board of Directors and the holding of such meeting, it being intended that this consent shall have the same force and effect as a unanimous vote of the directors at the annual meeting of the Board of Directors of the corporation duly called and held at which a quorum was present and acting unanimously throughout. The resolutions to which the undersigned consent are as follows:

BE IT RESOLVED, pursuant to the powers vested in the Board of Directors pursuant to Article V of the Declaration, any Owner who does not pay any assessment within fifteen days after it is due shall be subject to a late fee of \$10.00;

BE IT FURTHER RESOLVED, the management company is directed to notify the Owners of the imposition of this late fee;

BE IT FURTHER RESOLVED, the management company is authorized to charge for the reproduction of documents by anyone requesting copies thereof the costs of copying the same in such amount as the management company shall determine.

  
\_\_\_\_\_  
Gregory G. Whittaker

  
\_\_\_\_\_  
Timothy L. Busse

  
\_\_\_\_\_  
David W. Price

  
\_\_\_\_\_  
Kelly Vetter

  
\_\_\_\_\_  
Becky Wright

  
\_\_\_\_\_  
Keith Jeffrey

  
\_\_\_\_\_  
Leslie Pingel

  
\_\_\_\_\_  
John Longo

Being all of the Directors

3-27  
S-2

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CERTIFIED-FILED FOR RECO  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, MO  
BY: Paula Goodrich

File #: UST-MISC

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR STONE MEADOWS

DATE: October 18, 2005

GRANTOR: WHITTAKER BUILDERS, INC.  
ADDRESS: 355A Mid Rivers Mall Drive, St. Peters, MO 63376

GRANTEE: STONE MEADOWS HOMEOWNERS ASSOCIATION  
ADDRESS: 355A Mid Rivers Mall Drive, St. Peters, MO 63376

REFERENCE BOOK AND PAGE NUMBER: Declaration of Covenants, Conditions, and Restrictions for  
Stone Meadows recorded in Book 2420, page 1479, in the Recorder of Deeds' Office of St. Charles  
County, Missouri.

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONE MEADOWS

THIS AMENDMENT is made as of the 2<sup>nd</sup> day of October, 2005, to that certain Declaration of Covenants, Conditions and Restrictions for Stone Meadows, dated as of July 21, 2000, recorded in Book 2420, Page 1479, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by the Stone Meadows Homeowners Association (the "Association"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article XII, Section 4 of the Declaration permits the Declaration to be amended by a majority of a quorum of the Directors at any time prior to the election of the entire Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration.

B. The Declarant is still entitled to appoint Directors to the Board as provided in Article V, Section 1 of the Declaration; therefore, the Declaration may be amended by a majority of a quorum of the Directors.

AMENDMENT

NOW, THEREFORE, the Board of Directors, pursuant to Article XII, Section 4 of the Declaration, hereby amend Article VII, Section 1 of the Declaration by adding the following additional subparagraphs Y and Z:

Y. No window Air Conditioning units shall be permitted to be installed, used or operated on any Dwelling.

Z. All exterior holiday decorations, including, without limitation, lights, figures, displays, wreaths, garland and other such property must be removed within 21 days after the date of the holiday event; by way of example and without limitation, the date of removal of any Christmas decorations shall be January 5 and the date of removal of any Halloween decorations shall be November 21. Except as otherwise provided herein, the Declaration shall remain unchanged and in full force and effect.

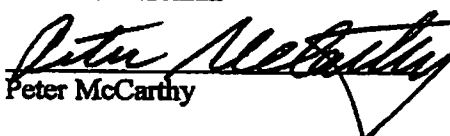
IN WITNESS WHEREOF, the undersigned have set their hands the date first above written.

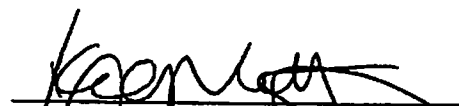
STONE MEADOWS HOMEOWNERS ASSOCIATION


  
\_\_\_\_\_  
Gregory G. Whittaker

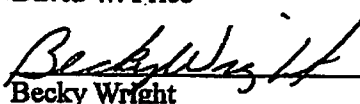
  
\_\_\_\_\_  
Timothy L. Busse

  
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William Wideman

  
\_\_\_\_\_  
Peter McCarthy

  
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Kelly Vetter

  
\_\_\_\_\_  
David W. Price

  
\_\_\_\_\_  
Becky Wright

BEING ALL OF THE DIRECTORS

STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST CHARLES )

On this 7<sup>th</sup> day of October, 2005, before me personally appeared Gregory G. Whittaker, Kelly Vetter, Timothy L. Busse, David W. Price, William Wideman, Becky Wright and Peter McCarthy who being by me duly sworn, did say that they are the Directors of Stone Meadows Homeowners Association, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Gregory G. Whittaker, Kelly Vetter, Timothy L. Busse, David W. Price, William Wideman, Becky Wright and Peter McCarthy acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires: 11/2/2007

*Sherri Flynn*  
Notary Public

