

**2020R-083294**

**10/30/2020 09:17:34 AM**

**\$ 162.00**

**PAGES: 48**

**CERTIFIED-FILED FOR RECORD**

**MARY E. DEMPSEY**

**RECORDER OF DEEDS**

**ST. CHARLES COUNTY, MISSOURI**

**BY: LMCCRAY**

**\*ELECTRONICALLY RECORDED\***

---

Title: DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR THE STREETS OF CALEDONIA

Date: October 28, 2020

Grantors: DD Land Development, LLC  
Addresses: 10407 Baur Blvd., Suite B, St. Louis, MO 63132

Grantee: The Streets of Caledonia Homeowners Association  
Address: 10407 Baur Blvd., Suite B, St. Louis, MO 63132

Legal Description: See Exhibit A.

Note: The labels and designations set forth on this cover page are for purposes of permitting recording only and shall not amend or change the substance of the document.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS  
FOR  
THE STREETS OF CALEDONIA**

**PRELIMINARY STATEMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE STREETS OF CALEDONIA (the "Declaration") is made as of this \_\_\_\_\_ day of October 28, 2020, by DD LAND DEVELOPMENT, LLC, a Missouri limited liability company ("Declarant").

**RECITALS**

WHEREAS, The Streets of Caledonia is a mixed use real estate development located in the City of O'Fallon, St. Charles County, Missouri, consisting of commercial lots as shown on The Streets of Caledonia Plat 1, recorded in Plat Book 51, page 85 in the Office of Recorder of Deeds for St. Charles County, Missouri, and residential lots as contemplated by this Declaration; and

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

WHEREAS, Declarant desires to create on the Property a planned residential community which shall be a part of "The Streets of Caledonia" with open spaces, streets, roads, common ground and other facilities; and

WHEREAS, as a part of the development of the Property, Declarant intends to transfer certain lots to Lombardo Homes of St. Louis LLC ("Lombardo"), and certain lots to Payne Family Homes, LLC ("Payne") along with the conveyance of Declarant Rights as to the Lots conveyed to Lombardo and Payne

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 and any parts thereof, shall be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions 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.

**ARTICLE I  
DEFINITIONS**

1. "Assessment Year" shall be the calendar year.
2. "Association" shall mean and refer to The Streets of Caledonia Homeowners Association, Inc., a Missouri Chapter 355 Non Profit Corporation, its successors and assigns.

3. "Builder" shall mean and refer to Lombardo, Payne or any other builder who purchases a Lot from the Declarant for purposes of building a Dwelling thereon.

4. "City" shall mean and refer to the City of O'Fallon, Missouri

5. "Common Area" or "Common Ground" shall mean and refer to any 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, including, without limitation, private storm water facilities, pipes, structures, detention and retention facilities, recreational areas (by way of example and not limitation, recreational areas may consist of walking paths, swimming pools, playgrounds and shelters) not accepted for public maintenance by the City of O'Fallon, Missouri or any other governmental or quasi-governmental entity. Such Common Areas shall include, by way of example and not by way of limitation, the areas identified as "Common Area A", "Common Area B", "Common Area C", "Common Area D", "Common Area E", "Common Area F", "Common Area G", "Common Area H", "Common Area I", "Common Area J", "Common Area K", "Common Area L", "Common Area M", "Common Area N", "Common Area O", "Common Area P", "Common Area Q", "Common Area R", "Common Area S", "Common Area T" or any other area identified as "Common Area", "Common Ground", "Detention Basin", "Bio-Detention Basin", "Sign Easement" and "Entrance Monument" designated on a Plat and all cul-de-sac islands, divided street islands, and median strips.

6. "Conservation Area" shall mean and refer to those areas designated on a Plat as "Bat Preservation Area A", "Bat Preservation Area B", "Bat Preservation Area C", "Habitat Preservation Area S" and as described and depicted on Exhibit C, attached hereto and incorporated herein, along with any other area on any Plat designated as "Bat Preservation Area", "Habitat Preservation Area," or "Conservation Area" or other area designated by the Declarant as a Conservation Area, which shall be subject to the restrictions set forth in Article X herein.

7. "Conservation Provisions" shall mean and refer to the conditions and restrictions set forth in Article X herein.

8. "Declarant" shall mean and refer to: (i) as of the date of this Declaration, DD Land Development, LLC, a Missouri limited liability company; and (ii) upon the conveyance of the Declarant Rights as provided herein, collectively (a) Lombardo and each of its successors and assigns if such successors or assigns acquire or succeed to ownership of all Lots owned by Lombardo which have not been improved with a Dwelling remaining in the Subdivision and then owned by Lombardo for the purpose of development or if Lombardo expressly assigns its "Declarant Rights" hereunder to such assigns in writing and (b) Payne and each of its successors and assigns if such successors or assigns acquire or succeed to ownership of all Lots owned by Payne which have not been improved with a Dwelling remaining in the Subdivision and then owned by Payne for the purpose of development or if Payne expressly assigns its "Declarant Rights" hereunder to such assigns in writing.

9. "Declarant Rights" shall mean and refer to the rights, powers and reservations set forth in favor of the Declarant in Articles II, III, VI.1, VII, VIII and IX.

10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of The Streets of Caledonia, as the same may be amended from time-to-time.

11. "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

12. "Dwelling" or "Dwellings" shall mean and refer to the residential units constructed or to be constructed upon the respective Lots, including, without limitation, Standard Lots, Neo-Traditional Lots, Townhomes, Condominiums, Detached Villas or other classifications of residential dwelling units.

13. "Easement Property" shall mean that certain property designated as easements in favor of the Association or Directors set forth on a Plat or in an easement deed, including, without limitation, easements for storm sewer easements, retaining wall easements, retaining wall maintenance and access easements, or other easements designated on any Plat for the use and enjoyment of the Owners or Association or maintenance by the Association. Easement Property shall also include any alleys, private roadways (not dedicated to or accepted by the City), retaining walls, fences, walkways, and/or sidewalks that may be constructed on or across any of the Lots, and are to be maintained by the Association where ever such alleys, private roadways (not dedicated to or accepted by the City), retaining walls, walkways, fences, and/or sidewalks may be constructed.

14. "Lombardo" shall mean and refer to Lombardo Homes of St. Louis LLC, a Michigan limited liability company authorized to transact business in the State of Missouri and upon acquisition of the Lombardo Lots, the Declarant with respect to such Lots.

15. "Lombardo Lots" shall mean and refer those Lots as may be purchased by Lombardo from the Declarant.

16. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on any Plat, each of which contain or shall contain one or more residential Dwellings, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time; the term "Lot" shall include Neo-Traditional Lots, Standard Lots and Townhome Lots.

17. "Neo-Traditional Lot" shall mean and refer Lots upon which a Neo-Traditional Dwelling is constructed.

18. "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 (or Dwelling if more than one Dwelling is constructed on any one 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.

19. "Payne" shall mean and refer to Payne Family Homes, LLC, a Missouri limited liability company and upon acquisition of the Payne Lots, the Declarant with respect to such Lots.

20. "Payne Lots" shall mean and refer to those Lots as may be purchased by Payne from the Declarant.

21. "Plat" shall also mean and refer to any plat which reflects, among other matters, the subdivision of the Property, the Lots, the Common Area and certain utility easements, and is recorded in the Office of the St. Charles County Recorder of Deeds. "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.

22. "Standard Lot" shall mean and refer to Lots upon which traditional single-family homes are constructed and are not designated as Neo-Traditional Lots, Townhome Lots, or upon which villas, condominiums or other classifications of Dwellings are constructed.

23. "Subdivision" or "Community" shall mean and refer to the Property, as shown on a 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.

24. "Townhome" shall mean a single family home which shares walls and other elements with one or more Dwellings.

25. "Townhome Lot" shall mean and refer to a Lot upon which a Townhome is constructed, and is subject to the provisions set forth in Article VI, Paragraph 12 and Article XI herein

26. "Villa" shall mean and refer to the detached Dwelling to be constructed on each Villa Lot.

27. "Villa Lots" shall mean and refer a lot upon which a Villa is constructed, and is subject to the obligations set forth in Article VI, Paragraph 13 and Article XII herein.

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

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Subdivision, as shown on a Plat of the Property.

2. Additions to Existing Property. The Declarant may cause additional properties to be made subject to this Declaration 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 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. Declarant, or a Builder, may, in their discretion construct Neo-Traditional dwellings, condominiums, villas, townhomes, lofts, or single-family dwellings on any properties thus added. An amendment to this Declaration which adds property to the Subdivision may contain special covenants and restrictions related to the classifications of Dwellings constructed therein.

3. Assignment of Declarant Rights. Notwithstanding anything herein to the contrary, Declarant shall have the right (but not the obligation) to transfer and assign its rights to a Builder purchasing Lots or constructing Dwellings within the Subdivision.

4. Exempted Property/Commercial Development. The real property abutting the northern boundary of the Community and depicted on The Streets of Caledonia Plat 1 recorded in Plat Book 51, page 85 of the St. Charles County Recorder of Deeds Office (the "Exempted Property") is not included in the Property and shall not be subject to this Public Realm Declaration or any of the restrictions set forth therein. The Exempted Property is located in a C-2 commercial zoning district and may be developed for commercial uses. Notwithstanding the foregoing, in the event that the Exempted Property is zoned for residential use in the future, and the Exempted Property is acquired by the Declarant or if the then owner of the Exempted Property desires to be included in The Streets of Caledonia, the Exempted Property shall be made subject to the terms and conditions set forth herein, and this Public Realm Declaration shall be amended to include the Exempted Property. Any such amendment which encumbers the Exempted Property shall be executed by the then owner of the Exempted Property.

**ARTICLE III**  
**PROPERTY RIGHTS**

1. Common Areas.

(a) Right of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be 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) Maintenance and Repair. The Association shall be responsible for repairing and maintaining the Common Areas, including without limitation, all retaining walls, storm water drainage facilities and easements in accordance with the maintenance agreement executed on September 11, 2020, and recorded in the St. Charles County Recorder of Deeds office as Document No. 2020R-073261, or as amended thereafter for the maintenance and operation of detention and water quality features servicing drainage from Lots within the Subdivision, walking trails, alleys (including, without limitation the removal of snow in such alleys), recreation facilities, parking lots, entrance monuments and landscape buffers. The Board of Directors, on behalf of the Association may contract and pay for the service of any person or entity which the Board of Directors in its sole discretion deems necessary or suitable for the performance of such maintenance and repair work.

(c) Drainage Facilities. The storm water drainage facilities located within the Property will, at no cost to the City or the Missouri Department of Transportation, capture storm water runoff from the public roads, including, without limitation, the runoff generated by improvements made to Hwy DD in conjunction with MoDot Project J6S3509.

(d) 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 nonexclusive, 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, access, utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each 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, if any, situated upon the Common Areas;

(ii) 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;

(iii) 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 and limited in this Article;

(iv) the restriction that no Owner or member of such Owner's family or any guest or invitee of Owner or such Owner's family, shall operate, drive, ride, store or otherwise place any motorized vehicles on, in, or about the Common Area, including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), sleds, snow mobiles, recreational motor vehicles, trucks,

cars, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, campers, and house trailers;

(v) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration;

(vi) 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 Owners.

Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Areas 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. Notwithstanding anything contained herein, the Board of Directors may (after notice and opportunity to be heard) levy a special assessment or charge against any Owner for the reasonable cost of repairing damage to the Common Areas caused by an Owner or such Owner's employees, agents, invitees or tenants. Such reasonable costs may include, but are not limited to, costs of repair and maintenance, costs of collection, interest, attorney's fees and other costs associated with making repairs or maintenance to the Common Areas or improvements thereon.

(e) Conveyance of Title. Title to the Common Areas shall be conveyed to the Association no later than the date by which 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 ownership of a Lot (or a Dwelling if more than one Dwelling is constructed by the Declarant or a Builder on a Lot) and any conveyance or change of 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 (or Dwelling).

2. Association Right to Grant Easements and Certain Easements Over Lots and Common Area. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, access, and other purposes necessary or desirable for the operation of the Subdivision.

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns for ingress and egress and to construct, maintain and repair and replace (i) entrance monuments, (ii) alleys, and (iii) such other landscaping and improvements in the Easement Property and Common Areas as the Association shall deem necessary or beneficial for the preservation of property values, enhancement of appearance and operation of the Subdivision, and, in addition to the foregoing, Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Areas and/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.

Each Lot 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 Directors of the Association, to enter a Lot, and in the case of a Townhome, Villa or Condominium, the Dwelling, 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 Lot, and in the case of a Townhome, Villa or Condominium, the Dwelling, for such purpose. The Association shall specifically have the authority to enter any Lot for the fulfillment of its obligations and duties required herein, including, without limitation, the performance of the exterior maintenance on those Lots upon which villas, townhomes, condominiums, or other maintenance to be performed by the Association as may be described in this Declaration.

3. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on a 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 shown on a Plat 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. In the event that any utilities and connections therefor serving a Dwelling are located in part on a Plat other than the Plat on which the Dwelling being served by such utilities and connections is located, the utility company, the Owner of the Dwelling being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Common Area located on a Plat in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

4. Declarant's Temporary Construction Easement. Until the last Lot (or the last Dwelling if more than one Dwelling is constructed by the Declarant or a Builder on a Lot) is sold and conveyed to an Owner other than the Declarant or a Builder, the Common Area shall be subject to an easement allowing Declarant, its employees, agents, contractors and subcontractors to enter upon and over such portion of the Common Area for the purpose of grading and construction on the Common Area.

5. Temporary Reciprocal Easement. The Property is subject to that certain Temporary Reciprocal Construction Easement, dated February 15, 2020 and recorded in Book 7238 page 1215 of the St. Charles County Recorder of Deeds Office (the "Temporary Easement") whereby the THF 40/DD Development, LLC and its managers, members, employees, agents, contractors, successors and assigns were granted a temporary, nonexclusive easement, in, on, across, under and over the Property for the purposes of grading, installing utility connections, clearing trees and other vegetation and otherwise developing the real estate owned by THF 40/DD Development and depicted on The Streets of Caledonia Plat 1 recorded in Plat Book 51 page 85 of the St. Charles County Recorder of Deeds Office. The Temporary Easement affects Common Ground F and all lots adjacent thereto shall be subject to the Temporary Easement until such time as the construction of a residence is commenced upon such Lots.

6. Drainage Easements. Lots 3, 4, 6-9, 12-19, 24-35, 41, 44-46, 70-71, 89, 96-97, 112-113, 117-164 are subject to drainage easements for drainage swales and emergency relief swales. Such drainage easements shall be dedicated to the City of O'Fallon, but shall be maintained by the individual Lot Owners.

7. Declarant Rights. Prior to the election of the Board of Directors by the Association, as provided in Article V, Section 1 of this Declaration, the Declarant may, in its sole discretion, at any time and from time to time, make any changes that the Declarant in its sole discretion believes will better accomplish the objectives of the Subdivision, adjust to market conditions, or respond to changing land use conditions both within and without the Subdivision, and also reserves the following rights, powers, and exceptions regarding each and every Lot (or each Dwelling if more than one Dwelling is constructed by the Declarant or a Builder on a Lot) subject to the terms and provisions of this Declaration:



(a) Development. The Declarant may, in its sole discretion, at any time and from time to time: (i) amend and modify any of the restrictions, including, without limitation, the Bylaws or this Declaration; (ii) change Lot boundaries at any time by expanding, altering, or contracting any of the same; (iii) add property to the Subdivision; (iv) release all or any portion of the Subdivision from the provisions of this Declaration, including, without limitation, any Lot or Common Areas; (v) change the use of any Lot; and (vi) withdraw any real property subject to this Declaration by reference in a recorded plat or an amendment to this Declaration, which shall require only the execution and recording by Declarant.

The Declarant may exercise any of the foregoing development rights so long as Declarant owns any Lot or Dwelling in 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. In addition, so long as Declarant owns any Lot or Dwelling in the Subdivision, the Declarant may record one or more revised or amended plats if the Declarant deems it necessary in connection with the same.

(b) Signs. Declarant may erect such promotional signs as it shall determine necessary or practicable in its sole discretion on any Lot or Lots or the Common Area. Any such promotional sign may be of a type, size, and character as Declarant shall determine in its sole discretion to advertise the availability of a Lot, Dwelling, Lots or Dwellings for sale.

(c) Temporary Structures. Declarant may construct and maintain a temporary trailer or outbuilding for the purpose of a sales office, construction headquarters, or other purpose it deems necessary, in its sole discretion, on any part or parts of the Property for so long, and until, the last Lot has been closed by a third party purchaser.

(d) Liability for Assessments. So long as any Lot or Dwelling shall be owned by the Declarant, or any successor Declarant, such Lot or Dwelling shall not be subject to the provisions of Article VI of this Declaration, and Declarant shall not be subject to the requirements thereof nor in any manner whatsoever be held responsible for the payment of any monthly, special, or specific assessment hereunder.

(e) Amendment. Declarant reserves the right to amend a Plat or this Declaration by modification, addition, or deletion of any provisions hereof for a period of ten (10) years from the date of recording of this Declaration or until Declarant has closed and conveyed all Dwellings in the Property, whichever is first.

(f) Street Lights. Declarant may enter into a binding contractual arrangement with any electric company to provide street lights, in its sole discretion, in the Subdivision, which contractual obligations may and shall be assigned to the Association.

(g) Streets. Declarant or the Association may at any time dedicate the streets of the Subdivision to a municipal or governmental authority.

(h) Easements. Declarant reserves the right, at any time, to grant, convey, or otherwise transfer access, utility, maintenance and other easements across, over and through the Subdivision as Declarant may, in its reasonable discretion, deem consistent with the terms of this Declaration.

(i) Relocation of Streets. Declarant reserves the right, at any time, to relocate any streets within the Subdivision which may be necessary from time to time in the course of the development of the Subdivision, and to amend the recorded plat in order to reflect any such relocation.

Until the last Lot (or each Dwelling if more than one Dwelling is constructed by the Declarant or a Builder on any one Lot) is sold in the Subdivision and conveyed to an Owner other than a Builder or Declarant, there is reserved to the Declarant and in locations approved in writing by Declarant, to each Builder, a nonexclusive easement over all Lots and Common Area, for a distance of ten (10) feet behind any Lot line or Common Area boundary line that parallels a street, for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

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

1. Membership. Every Owner of a Lot or Dwelling 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. For the purposes of Membership in the Association and Voting provisions set forth in this Article IV, the term "Lot" shall include each individual Dwelling when more than one Dwelling is located on a Lot.
2. Votes. All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Dwelling 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.
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 or Dwelling.
4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place within the City of O'Fallon, 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 ten (10) days or more than sixty (60) 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. 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. If notice be given by e-mail, such e-mail shall include a request of a delivery receipt, and such notice shall be deemed to be delivered when such delivery receipt is received by the sender. For meetings transferring control of the Association from Declarant or Original Directors, written notice of such meeting shall be provided to all Members, by mailing or personally delivering a copy of such notice, postage prepaid (if mailed, which mailing shall be by first class or registered mail), not less than fifteen (15) days in advance of such meeting.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having one-fourth (1/4) 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 Owners holding ten percent (10%) of the Owners attend in person or by proxy.

## ARTICLE V BOARD OF DIRECTORS

1. Number and Term. For the purposes of Membership in the Association and Voting appointing and electing the members of the Board of Directors, as set forth in this Article V, the term "Lot" shall include each individual Dwelling when more than one Dwelling is located on a Lot. The affairs of the Association shall be conducted by the Board of Directors and such Officers from the Board of Directors as the Directors may elect or appoint in accordance with the Articles and Bylaws of the Association. Pursuant to the Bylaws, the Board of Directors of the Association shall, except as otherwise provided herein, consist of not less than Three (3) and not more than Seven (7) Directors. Except as otherwise provided in Paragraphs (b), (c) and (d) below, each Director shall hold office for the term of one (1) year and until his or her successor shall be elected and qualified. Each Director shall be elected or appointed as follows:

(a) The Initial Board of Directors shall contain Three (3) Directors, consisting of Joel Pottebaum and Jeff Thoele (the "Payne Directors"), and Doug Nance (the "Lombardo Director") who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to this Section as set forth below (the Payne Directors and the Lombardo Director shall be referred to collectively herein as the "Original Directors");

(b) After occupancy permits have been issued for fifty percent (50%) of the Lots in the Subdivision (or at such earlier time as Declarant may elect), Payne shall cause the resignation of one (1) of the Payne Directors and call a special election of the Association through which one (1) new Director shall be elected by a majority vote of a quorum of Owners and the remaining two Original Directors shall remain in place. The Director elected and appointed pursuant to this subsection (b) shall be referred to herein as the "First Owner Director" and serve as Director until new Directors are elected and appointed and qualified pursuant to subsections (d) and (e) of this Section 1;

(c) After occupancy permits have been issued for ninety-five percent (95%) of the Lots in the Subdivision have been sold (or at such earlier time as Declarant may elect), Lombardo shall cause the resignation of the Lombardo Director and there shall be held a special election of the Association through which one (1) new Director shall be elected from the then current Owners by a majority vote of a quorum of Owners and First Owner Director and remaining Original Director shall remain in place. The Director elected and appointed pursuant to this subsection (c) shall be referred to herein as the "Second Owner Director" and shall serve as Director until new Directors are elected and appointed and qualified pursuant to subsections (d) and (e) of this Section 1;

(d) After occupancy permits for all of the Lots in the Subdivision (or at such earlier time as Declarant may elect) the procedure set forth in Section 1(e) below, for the election of Directors from among the Owners shall be followed.

Notwithstanding any provision contained herein to the contrary, Declarant shall have the sole right and authority to amend this Declaration to increase the number of Original Directors. The Declarant

or a Builder shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant or such Builder.

(e) After occupancy permits have been issued for all of the Lots within the Subdivision, the following procedure shall be followed:

(i) The remaining Original Director, the First Owner Director, and the Second Owner Director shall resign;

(ii) At a special meeting of the Owners five (5) Directors shall be elected, two for a term of three (3) years, two for a term of two (2) years and one for a term of one (1) year. From the date of this election forward, there shall be at least one (1) Director which is an Owner of a Standard Lot or a Neo-Traditional Lot, one (1) Director which is an owner of a Townhome, and one (1) Director which is an owner of a Villa. In the event other classifications of Dwellings are erected, there shall be at least one (1) Director which is an Owner of each such classification of Dwelling. If and only if the requisite number of Owners of the type of Dwelling specified are willing to be nominated for an election as a Director, then other Owners within the Subdivision may be nominated for election to that Director position;

(iii) After the expiration of the term of office of the Directors elected as provided herein, each successor Director shall be an Owner of a Lot or Dwelling in the Subdivision, and shall be elected by the other Owners. Each successor Director shall serve as a term of three (3) years, so that the terms of the Directors shall be staggered, with one or two Directors being elected every year.

(iv) At all times there shall be: (i) one Director who is an Owner (or representative of an Owner) of a Standard Lot, who shall be designated as a representative of the Standard Lots; (ii) following the construction of the Townhomes, one Director who is an Owner (or representative of an Owner) of a Townhome who shall be designated as a representative of the Townhomes; and (iii) following the construction of the Villas, one Director who is an Owner (or representative of an Owner) of a Villa who shall be designated as a representative of the Villas. Each such representative Director for Standard Lots, the Townhomes, and the Villas shall appoint two other Owners of such respective Lot types (or representatives of such Owners) to join such representative Director on a maintenance and assessment subcommittee for such Lot type. The subcommittee for the Standard Lots shall be the "Standard Lot Subcommittee," the subcommittee for the Townhomes shall be the "Townhome Subcommittee," and the subcommittee for the Villa Lots shall be the "Villa Subcommittee." The Standard Lot Subcommittee the Townhome Subcommittee and the Villa Subcommittee shall collectively be called the "Subcommittees." The Subcommittees may make reasonable recommendations to the Directors regarding maintenance items to be included in the Association budget in the discretion of the Directors as herein provided.

(v) Notwithstanding anything to the contrary herein, as set forth in Article II, Section 2 herein, the Declarant may add additional property to the Subdivision and may construct different classifications of Dwellings thereon or upon the Property subject to this Declaration. To the extent that the Declarant constructs classifications of Dwellings which are not Standard Lots or Neo-Traditional homes, the Declarant may amend this

Article V with respect to the number of Directors, or the representation of the Owners of any classification of Dwelling, and the formation of subcommittees.

2. Election of Directors or Approval by Mail or Electronic Voting. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors or the approval of any matter by the Owners may be conducted by mail or, electronically, if the Association has established a secure website and procedures for verifying the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting. In order to conduct an election by mail or electronically, the Board of Directors shall send a notice for each Lot or Dwelling to the Owner(s) of such Lot or Dwelling by (i) first class mail, addressed to the address of the Owner then on file with the Association, notifying the Owner of the election or vote, and, in the case of an election to a Board, requesting nominations for such Board, or (ii) electronically, provided the Association has established a secure website and procedures for verifying the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting and the notice may only be sent by electronic means if either (a) the affected Owner has agreed in writing to accept notice by electronic means; and (b) the Association is continuing to allow voting by proxy voting. In the case of the election to a Board, the notice in each case shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. In the case of the election 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. 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 or, if submitted electronically and the aforesaid conditions for electronic voting have been established, consent by sending a separate e mail or written consent to the Board. After receiving nominations or if the Board of Directors is seeking Owner approval of an action, proposal or amendment by mail, the Board of Directors shall prepare a ballot (i) containing the names of all nominations validly submitted to the Board of Directors in accordance with the requirements hereof within the time limit established in the notice in the case of a Board of Directors election, or (ii) setting forth the action, proposal or amendment for which approval is being sought with the statement: "If you approve of the action, proposal or amendment, then mark the enclosed ballot 'yes' but if you disapprove of the foregoing action, proposal or amendment, then mark the enclosed ballot 'no'." The ballot shall have typed upon it the address of the Board of Directors to which the ballot must be returned and the date by which the ballot must be received by the Board of Directors 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 or e mailing of the ballots to the Owner(s). The Board of Directors shall send 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. If sent by first class mail, the Board shall send with each ballot 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, action, proposal or amendment 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) if such ballot is being returned by mail. 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. If the ballot is sent electronically or voting is to be conducted electronically, the Board shall have created a secure website and establish procedures to verify the identity of the voter or other method that ensures against multiple voting by one Owner or fraudulent voting and the Owner who is voting electronically must have agreed in writing to vote by electronic means the Association shall continue to allow voting by proxy voting. All written ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes or, if cast electronically through the aforesaid procedures within the required time limit, 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 the ballots. The Board shall announce the results by either mailing notice to all Owners at the addresses of the Owner then on file with the Board or, for each Owner who has agreed to electronic notice, by sending the election results to such e-mail address as the Board may have on file for each such Owner.

3. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the Owners, 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 or her term, he or she shall immediately cease to be a Director and his or her place on the Board of Directors shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board of Directors shall be temporarily filled by nomination by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above. As set forth in Article V, Section 1(d) hereof, Declarant shall have the sole right and authority to remove, replace and/or fill the vacancy of any Director appointed by Declarant.

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 two (2) business days' notice in writing to each 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 of Directors 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. The presence of a majority of the whole Board of Directors shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be valid as the act of the Board of Directors, except in those specific instances in which a greater number may be required by The Nonprofit Corporation Law of the State of Missouri, the Articles of Incorporation of the Association or these Bylaws. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one (1) present, may successively adjourn or continue the meeting from time to time, not to exceed thirty (30) 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 Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken, are signed by all of the Directors of the Board of Directors. 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, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. A Director may be reimbursed for his or her actual expenses reasonably incurred in attending meetings and in rendering services to the Association in the administration of its affairs.

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 of Directors 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 streets and 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 payment of any assessment pursuant to this Declaration, 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 to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;
- (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;

(l) make and enforce 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, such rules and regulations may include, without limitation, rules and regulations governing the operations and usage of any and all recreational areas which may be constructed within the Subdivision.

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

(n) make all contracts and incur all liabilities necessary, related or incidental to exercise the Board of Director's power and duties hereunder;

(o) 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;

(p) 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;

(q) obtain, in the Board of Directors' discretion, 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;

(r) 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;

(s) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;

(t) 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;

(u) designate an executive committee by resolution adopted by a majority of the Directors in office;

(v) designate other committees not having and exercising the authority of the Board of Directors in the management of the Association; and

(w) exercise any and all other powers or acts as are authorized by the Declaration.

11. Maintenance of Roundabout. The Association is authorized, but obligated, to enter into an agreement with the Missouri Department of Transportation or other entity for the landscaping and maintenance of the round-about located adjacent to the entrance of the Community on Highway DD, and to use Association funds for said landscaping and maintenance.

12. Release. Each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor Builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the Exterior



Maintenance described in Articles IX, XI and XII herein, which is performed by the Declarant or the Association as the case may be.

13. 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.

14. Indemnification. Each Director or officer, or former Director or officer, of the Association and such Director or officer's heirs, personal representatives and assigns, shall be indemnified by the Association from and against any and all claims, demands, losses, damages, liabilities, expenses, counsel fees and costs incurred by him or her or his or her estate in connection with, or arising out of, any action, suit, proceeding or claim in which he or she is made a party by reason of his or her being, or having been, such Director or officer; and any person who, at the request of the Association, served as Director or officer of another corporation in which the Association owned corporate stock, and his or her legal representatives, shall in like manner be indemnified by the Association; provided, that in neither case shall the Association indemnify such Director or officer with respect to any matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his or her duties as such Director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the Association shall have first approved such proposed compromise settlement and determined that the Director or officer involved was not guilty of gross negligence or willful misconduct; but in taking such action, any Director involved shall recuse himself or herself from the vote thereon.

In determining whether or not a Director or officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Board of Directors may rely conclusively upon an opinion of independent legal counsel selected by the Board of Directors. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right to indemnification herein provided shall not be exclusive of any other rights to which such Director or officer may be lawfully entitled.

No Director or officer of the Association shall be liable to any other Director or officer or other person for any action taken or refused to be taken by him or her as Director or officer with respect to any matter within the scope of his or her official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his or her duties as Director or officer.

#### ARTICLE VI

#### BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. For the purposes of the Assessments described in this Article VI, the term "Lot" shall include each individual Dwelling when more than one Dwelling is located on a Lot. Except as otherwise provided herein, 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 ("General Assessments"); and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The General Assessments and 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, a

continuing lien upon the Lot against which the General Assessment or Special Assessment is made. Each such General Assessment or Special Assessment, together with interest, costs, and attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time that notice of the General Assessment or Special Assessment was issued. Notwithstanding the foregoing, no General Assessments or Special Assessment shall be charged against Lots owned by Declarant or any Builder during their period of ownership and no Builder or Declarant shall have any obligation to pay General Assessments or Special Assessments relating to Lots owned by such Builder or Declarant at any time.

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 and maintenance of the Subdivision and Common Areas, any recreational facilities constructed by Declarant for use by the Owners and otherwise to fulfill and perform the Association's rights, duties, obligations and functions pursuant to this Declaration.

3. Establishment of Budget and Assessments.

(a) General Assessment. Unless the Directors otherwise decide, the fiscal year of the Association shall be a 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 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 consideration by the person or persons preparing the annual budget. Owners of all Dwelling types shall all be required to pay the General Assessment as set forth herein.

(b) Assessments for Dwelling Classifications. In the event the Declarant adds property to the Subdivision and constructs townhomes, villas, condominiums, or other classifications of Dwellings thereon, any such classification of Dwellings may be subject to Assessments in addition to the General Assessment, which Assessments shall be for additional expenses related to the classification of Dwelling so constructed as set forth herein. Notwithstanding anything to the contrary, the Declarant may amend this Declaration to provide for additional assessments applicable to any one or more classification of Dwelling. Owners of Townhomes and Villas shall be subject to an additional assessment, which shall be due and payable in monthly installments as set forth in Paragraphs 12 and 13 below.

(c) Until commencement of the first Assessment Year after the first election of the Board of Directors as set forth in 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 proportionate share of the estimated annual budget for each Assessment Year as estimated by the Declarant and approved by the Directors.

(d) Upon commencement of the first Assessment Year after the first election of the Board of Directors as set forth in 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 ten percent (10%) in any given 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 as directed by the Directors.

(e) The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot, and the status of such account 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 account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

(f) 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 of 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 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.

(g) In addition to other special assessments authorized by this Article VI, the Directors may make a separate special assessment, without a vote of the Members, for the operation and maintenance of storm sewer systems, creeks, retention basins, detention basins and other storm water control easements and facilities. The assessment provided for by this paragraph shall be allowed and applicable until the operation and maintenance of such sewer system and such creeks and other storm water control easements and facilities are accepted for maintenance by an appropriate public governmental agency, body or utility company. The Directors may also make a separate special assessment pursuant to this paragraph as necessary for compliance with all Subdivision and other ordinances, rules and regulations of the City of O'Fallon.

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 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. Uniform Rate. Subject to the exception for Declarant-owned or Builder-owned Lots, Assessments and Special Assessments must be fixed at a uniform rate for all Dwellings. Any Annual Assessment or Special Assessment imposed by the Association shall be applied uniformly among Owners of all Lots. Owners of Townhomes, Villas, Condominiums or other classifications of Dwellings may be

subject to additional Assessments, which additional Assessments shall be applied uniformly among the Owners of each classification of Dwellings.

6. Commencement of Annual Assessments. Each Owner shall pay his or her first annual Assessment upon the closing of the purchase of his or her Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant or a Builder, shall pay an initial capitalization fee in an amount which shall not exceed: (i) an amount equal to two times the Annual Assessment described herein; or (ii) the maximum amount of such fees authorized under applicable ordinances. The initial capitalization fee to be deposited with the Association shall in addition to, and not in lieu of such purchaser's prorated portion of the Annual Assessment for the year of purchase.

7. Non-payment of Assessments. Any General Assessment or Special Assessment or additional assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the maximum rate per annum allowed by law. The Association and the 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, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his or her family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the General Assessment, Townhome Assessment, Villa Assessment or Special Assessment or any additional assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area. In the event the Association retains legal counsel to collect any General Assessment, Townhome Assessment, Villa Assessment or Special Assessment or any additional assessment, prepare and file a lien, or to pursue legal action against any Owner for an unpaid Assessment or Special Assessment, the Association shall be entitled to collect its attorneys' fees and costs in connection therewith and the same shall be included in the lien on any such Lot.

8. Unexpended Assessments and Special 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.

9. Subordination of the Lien to Mortgages. The liens of the Assessments or 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 or 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 such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

10. Transfer Fee. Each Owner shall pay the Association upon the closing of the sale of such Owner's Lot a transfer fee in such amount as the Board shall from time to time determine in order to pay for the costs, as determined by the Board in its discretion, of reconciling such Owner's account with the Association, setting up the account for the new Owner and providing copies of the Declaration and Bylaws to such new Owner.

11. Public Realm Fee. It is anticipated that a Caledonia Public Realm Fee Association will be established for the purpose of fostering and promoting the construction and installation of certain Improvements within the Subdivision, including, without limitation, a swimming pool, clubhouse,

recreation courts, playgrounds, trails, pocket parks, lakes, a parking lot serving O'Day Park, gazebos, and related improvements. The Property described in Exhibit A, shall be subject to the Declaration of Covenants, Conditions, and Restrictions of the Caledonia Public Realm Fee Association, which is recorded in the Office of the St. Charles County Recorder of Deeds. The Caledonia Public Realm Fee Association shall be authorized to impose additional restrictions on the Property within the Subdivision and shall be authorized to levy special assessments from time to time in addition to any general or special assessments set forth in this Article VI. Any such Caledonia Public Realm Fee Association shall be separate from the Association.

12. Townhome Assessments. In addition to the Annual Assessments and Special Assessments set forth in Paragraphs 3 and 4 hereinabove, each Owner of a Townhome shall pay a "Townhome Assessment" for the purpose of providing lawn mowing, lawn care, landscaping, ice and snow removal for the Townhome Lots. Each year's Townhome Assessment shall be based upon the suggested budget which shall be prepared by the Townhome Subcommittee, and shall be paid in twelve equal monthly installments. All proceeds of the additional Townhome Assessment shall be separately accounted for, shall not be commingled with Annual or Special Assessments and shall be used solely for maintenance, insurance, and other obligations related to the Townhomes.

13. Villa Assessments. In addition to the Annual Assessments and Special Assessments set forth in Paragraphs 3 and 4 hereinabove, each Owner of a Villa shall pay a "Villa Assessment" for the purpose of providing lawn mowing, lawn care, landscaping, ice and snow removal for the Villa Lots. Each year's Villa Assessment shall be based upon the suggested budget which shall be prepared by the Villa Subcommittee, and shall be paid in twelve equal monthly installments. All proceeds of the additional Villa Assessment shall be separately accounted for, shall not be commingled with Annual or Special Assessments and shall be used solely for maintenance, insurance, and other obligations related to the Villas.

## ARTICLE VII GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions. For the purposes of the General Covenants and Restrictions set forth in this Article VII, Section 1, the term "Lot" shall include each individual Dwelling when more than one Dwelling is located on a Lot. 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) Residential Use. No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes as a single-family dwelling except (i) for use pursuant to home occupations as set forth below; and (ii) Lots or portions of Lots may be used by Declarant or any Builder 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) Compliance with Zoning; Regulations; Ordinances. Except as otherwise provided herein, each Owner shall maintain his or her Lot and Dwelling in compliance with all applicable zoning ordinances and subdivision regulations of the City of O'Fallon. To the extent that the City of O'Fallon 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.

(c) Construction. No Builder or other Owner, except Declarant with respect to Lots owned by Declarant, 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 three-fifths (3/5) of the Directors. In the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their submission to the Directors, the plans and specifications shall be deemed approved. Any Owner receiving approval of plans and specifications from the Board of Directors shall also obtain any and all required permits from the City of O'Fallon or other governmental authority having jurisdiction.

(d) Nuisance. 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.

(e) Alteration of Dwelling. Prior to any Alteration to the exterior of a Dwelling, including without limitation, the roof, siding, windows, sliding glass doors, roof, garage doors, windows or other exterior improvements ("Alterations"), Owners shall present the plans for the Alterations to the Directors in the same manner as set forth in section (c) above. Owners shall not apply a different color, paint/stain or quality of covering (other than the same color or stain and quality as originally provided by Declarant or the original Builder of the improvement) to doors, decks, patios or fences without prior written approval by the Directors.

(f) Insurance. Each Owner shall be responsible for obtaining and maintaining insurance on the personal property owned by such Owner within such Owner's Dwelling.

(g) Re-Subdivision of Lots. No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold or leased, provided, however, that the Declarant or any Builder may re-subdivide any Lot and sell or lease any fractional part thereof.

(h) Trash; Garbage Cans. No trash, rubbish, garbage, trash can, containers for recyclables or other receptacle therefor, other than those receptacles approved by the Association, shall be placed on any Lot outside of a Dwelling. Trash containers shall be stored in a garage or other enclosure which has been approved by the Association. Containers may be placed at curb sides or in the designated alleys, as applicable, on evening before the day of collection, but shall be removed the evening of the day of collection.

(i) Above Ground Tanks. No tank, bottle or container of fuel shall be erected, placed or permitted above the surface level of any Lot, except that the Declarant or any Builder may erect, place or maintain such tanks, bottles or containers of fuel which may be required in connection with the construction of a Dwelling.

(j) Gas; Sewage; Water Laterals. Each Owner shall, as necessary, repair, maintain, replace, or clear at his or her sole expense each and every gas, sewage, and water lateral line on or servicing his or her only Dwelling or Lot.

(k) Temporary/Permanent Structures/Outbuildings. No structure of a temporary or permanent character, including, but not limited to above ground swimming pools, trailers, mobile homes, tents, shacks, garages, barns or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence or for any other purpose, either temporarily or permanently. Notwithstanding the foregoing, Owners may erect tents, canopies, awnings or other temporary shelters.

(l) Signage. No signage of any kind shall be displayed to the public view on any Lot, except: (i) one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent; (ii) one (1) sign of not more than one (1) square foot warning people of dangerous animals located in the home or on the Lot; and (iii) one (1) 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 or any Builder(s) to advertise or market the Subdivision during the construction, development or sale of Lots and Dwellings in the Subdivision by the Declarant or such Builder(s).

(m) Landscaping of Lots. Owners of Standard Lots shall maintain his or her 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. Owners of all Lots may vary the original landscape plan (installed by the Declarant) of his or her Lot upon receiving prior written approval from the Board of Directors. Requests to vary the landscaping shall be presented to the Board of Directors in the same manner as provided in section (c) above. Owner-installed landscaping shall be maintained and kept in a safe, clean and attractive condition by the Owner at the Owner's sole cost and expense. Notwithstanding, Owner-installed landscaping shall not damage or alter the exterior of any Dwelling, grading of the Lot or any other improvements. The foregoing requirement regarding lawn maintenance shall not apply to any Builder or Declarant prior to the sale of the Lot at retail to an Owner other than a Builder. Owners of Neo-Traditional Lots, Townhome Lots, Villa Lots, or other classifications of Dwelling may be subject to additional restrictions related to the landscaping of such Lot.

(n) Tree Removal. No Owner shall cause, allow or permit the removal of any tree with a three (3) inch or greater caliper until a request to remove such tree be submitted to and approved in writing by the Directors in their sole discretion. If the Directors do not approve or disapprove such tree removal within thirty (30) days after the date that the request therefor is submitted, approval for the removal of such tree shall be deemed given.

(o) Landscaping of Common Area. The Board of Directors shall as it deems appropriate, in its sole discretion, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas, including, without limitation the paved trail located on Lots 5 and 6 of the Commercial Properties and in any recreational areas which the Declarant may, in its sole discretion, construct. The Board may establish and set aside such portions of the Common Areas as it shall deem appropriate for the establishment of community gardens, and the Board of Directors 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 authorized by the Board of Directors. Under no circumstances shall any landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within the Conservation Areas.

(p) Alleys. Alleys shall remain clear of obstructions. No parking, placement or storage of personal property, structures or improvements of any kind, shall be permitted in the alleys.

(q) Fences. No fence shall exceed forty-eight (48) inches in height. Fences that receive the prior written approval of the Board of Directors may be erected on a Lot provided any such fences shall be built of steel, wrought iron or aluminum made to look like wrought iron and shall be black in color. Under no circumstances shall chain link fences be allowed upon any Lot in the Subdivision. Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any lot between the rear of the Dwelling constructed upon such Lot and

the street upon which such Lot fronts. Fencing shall start at the rear corners of the residence constructed upon a Lot. For the purposes of erecting fence, the rear corner of a garage shall be considered the rear corner of the Dwelling. Fences erected on Neo-Traditional Lots and Villa Lots shall have a gate of six feet in width. Fencing surrounding swimming pools shall be erected in accordance with Article VII, Section 2(g) herein and any applicable ordinances or regulations of the City of O'Fallon.

(r) Livestock/Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other domesticated 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 of O'Fallon and St. Charles County, Missouri, as applicable, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas. Owners are liable for their animals and the animals brought onto any Lot by a guest of Owner.

(s) Storage of Recreational Vehicles. 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, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, vans, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trucks displaying commercial advertising, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, or within any parking lots or other designated parking areas, or on streets or alleys within the Subdivision, 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. Vehicles parked on the streets of the Community shall not obstruct the flow of traffic and shall be subject to the applicable ordinances and regulations of the City of O'Fallon, Missouri.

(t) Grading; Water. No Owner, except Declarant, shall alter or change any water course or finished grade without the express, written approval of the Directors and the City of O'Fallon.

(u) Use of Firearms; Weapons. No Owner shall discharge any firearm or other potentially lethal weapon, including but not limited to handguns, rifles, shotguns, pellet or B.B. guns, compound bows, and crossbows in the Subdivision.

(v) Leases. Any lease for any Dwelling shall: (1) be in writing; (2) contain a statement that it is subject to this Declaration and other governing documents of the Association; (3) contain a provision that a violation of the governing documents by the tenant is grounds for termination of the lease by the Board as agent for the Owner; (4) be for a term of not less than twelve months; (5) appoint the Board as attorney in fact for the landlord for the purpose of enforcing the governing documents.

(w) Satellite Receiving Dishes and Similar Devices

(i) Notification of Installation. To the extent permitted by applicable law, any Owner shall notify the Board of Directors prior to the installation of any satellite dish to be installed on his or her Lot or on the exterior of any Dwelling or other improvement on his or her Lot.

(ii) Satellite Dish Installation Preferences. To the extent that the reception of an acceptable signal would not be impaired, the following policy is established with regard to the installation and maintenance of satellite dishes in the development. Each Owner shall consider three factors, namely, Location, Height, and Screening ("Installation Preferences"), in making a



decision regarding the placement of any satellite dish device, which consideration shall be accomplished by the completion of the checklist which is attached as Exhibit B to this Declaration. Any Owner of property upon which a satellite dish has been placed must be able to provide a completed copy of the Exhibit B checklist upon a review of the satellite dish location as evidence of its consideration of the Installation Preferences or the Owner will be presumed not to have complied with the Installation Preferences.

These placement preferences shall be enforced to the extent that such enforcement does not violate the provisions of 37 C.F.R. Part 1, Subpart 5, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time.

(iii) Television and Radio Antennae. To the extent permitted by applicable law, under no circumstance shall television or radio antennae be permitted on any Lot or on the exterior of any Dwelling or other improvement on any Lot.

(x) Solar Collection. Roof mounted solar collection systems shall be installed in a manner which minimizes visibility from the front of the Dwelling or any Common Area. Roof mounted panels must be contained entirely within the boundary defined by the roof eaves and peak and shall not extend above the roof peak. Solar collection systems may be ground or pole mounted provided that such system is screened from view from the front of the Dwelling, Common Areas and neighboring Lots. Owners shall obtain prior written approval of the Board of Directors for the installation of any solar collection system.

(y) Wind Turbines. To the extent permitted by applicable law, under no circumstances shall any wind turbines be permitted on any Lot or on the exterior of any Dwelling or other improvement on any Lot.

2. Dwelling Restrictions. In addition to the general provisions set forth hereinabove, all Dwellings shall be subject to the following restrictions:

(a) Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an Owner may use such Owner's Dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For the purposes of this Declaration, "Single Family" shall have the same definition as in the Zoning Ordinance of the City of O'Fallon.

(b) For purposes of this Declaration, a "home occupation" shall mean any occupation, business or commercial activity carried on at the Dwelling by a member of the immediate family residing at the Dwelling and no more than one (1) non-related employee, which use is otherwise in compliance with all applicable laws, including, without limitation, the Zoning Ordinance of the City of O'Fallon, provided, the following uses are forbidden:

- (i) Dog grooming;
- (ii) Provision of care, instruction or training of more than four (4) children, at one (1) time, not including the occupants of the Dwelling, whether or not for profit;

- (iii) Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Dwelling;
- (iv) Any manufacturing business;
- (v) Any repair shop operating on or from the Dwelling;
- (vi) A clinic or hospital;
- (vii) A barber shop or beauty parlor;
- (viii) A stable, animal hospital, dog kennel or dovecote;
- (ix) A restaurant, food truck or other business selling food or drink;
- (x) Storage of construction material or equipment;
- (xi) Any activity that produces noxious matter or employs or produces flammable matter;
- (xii) The operation of a lodging house or boarding house as such terms are defined by the applicable City ordinances or as a short-term rental for travelers;
- (xiii) The rental of any Dwelling on a nightly, weekly, or monthly basis; and
- (xiv) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office.

(c) Building Lines: No part of any Dwelling shall be located on any Lot nearer to the front street or the side street that is the front building line or the side building line shown on any Plat. Provided, however, the following enumerated parts of any Dwelling may project over the above-described front, side and rear lines, for the distance shown, to-wit:

(i) Window Projections: Bay, bow or oriel, dormer and other projecting windows not exceeding one (1) story in height may project not to exceed 26 feet.

(ii) Miscellaneous Projections: Cornices, spouts, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes may project a distance not to exceed 26 inches, provided that it does not extend closer than three (3) feet from the property line.

(iii) Porch Projections: Unenclosed, covered porches, balconies and porte-cochères having an area not to exceed sixty (60) square feet may project a maximum of six (6) feet into the required front or rear yard.

(d) Uncompleted Structures: No Dwelling shall be permitted to stand in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no Dwelling shall be permitted to remain in a damaged condition for a

period exceeding six (6) months. The outside exterior walls and trim shall be completely finished within one hundred eighty (180) days after commencement of construction.

(e) Garages: All garages must be a minimum of a two (2) car garage, and must be attached to the Dwelling unless installed by the Declarant in the initial construction of the Dwelling or otherwise approved by the Board of Directors, in its sole discretion. All garages shall be equipped with doors which shall be kept closed as much as practicable to preserve the elevation of the house. No carports will be allowed.

(f) Exterior Walls: The exterior walls of all Dwellings shall be constructed of wood or wood products, clay, brick, rock, stone, cementitious 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.

(g) Swimming Pools: Only in-ground pools shall be allowed, provided, (i) fences or other barrier devices built of approved material and of a decorative character shall be erected to a height of at least four (4) feet or the minimum height required by the applicable ordinances of the City of O'Fallon, whichever is greater, (ii) the plans and specifications for said fence or screening material and a drawing showing the proposed location of the same shall be approved in advance by the Board of Directors of the Association with respect to (a) the quality of materials, (b) harmony of external design with existing Dwellings and improvements, and (c) their proximity to other Dwellings and improvements. Under no circumstances shall above-ground pools be allowed upon any Lot in the Subdivision.

#### ARTICLE VIII EASEMENTS

1. Encroachment Easement. Should any portion of any Dwelling as constructed on any Lot by Declarant 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.

2. Construction Easement. Until the last Lot is sold and conveyed to an Owner other than a Builder or the Declarant, the Common Area and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Declarant and/or any Builder, their respective employees, agents, contractors and subcontractors to enter upon, over, across and through the Common Area and Lot for the purpose of construction on adjoining Lots, Common Area and streets, including, without limitation, installing improvements therein and adjusting grades and slopes to facilitate storm water drainage.

3. Owner's Easements of Enjoyment. Subject to the provisions of this Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot (or Dwelling), subject to paying the Assessments provided herein.

#### ARTICLE IX EXTERIOR MAINTENANCE

In addition to the covenants and restrictions set forth in Article VII of this Declaration, each Owner acknowledges and agrees that he or she shall be responsible for keeping their Lot and the exterior of such Owner's Dwelling in good repair and in a clean and tidy condition, including, without limitation,

repainting of the exteriors as necessary. In the event an Owner should fail to maintain his or her Lot and/or 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, provided, this shall not give the Directors the right to hinder or interfere with construction on any Lot by a Builder or Declarant. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article. The Board of Directors shall notify the Owner of the cost of such maintenance within thirty (30) days of the performance thereof. The cost of such maintenance shall be paid within thirty (30) days of the date of notice from the Board of Directors, and, in the event said costs are not paid on or before said date, the Association shall be entitled to all remedies provided in Article VI, Section 7 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

## ARTICLE X CONSERVATION PROVISIONS

1. Purpose. The Conservation Areas are now, or will become threatened and endangered species habitat preservation areas. The Conservation Areas shall be retained in their natural and forested condition as habitats for the threatened or endangered species therein, irrespective of the federal listing status of any such species; and also to the extent consistent with the primary purpose, to protect any other rare plants, animals, or plant communities within the Conservation Areas, and to prevent any use of the Conservation Areas that will significantly impair or interfere with the conservation values or interests of the Conservation Areas.

2. Prohibited and Restricted Activities. Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Declaration is prohibited. The Property shall be maintained in its natural, scenic, and open condition and restricted from any development or use that would impair the conservation purposes of the Conservation Areas as set forth above. Without limiting the generality of the foregoing, the following activities and uses within the Conservation Areas are expressly prohibited.

(a) Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the property within the Conservation Areas or any introduction of non-native plants and/or animal species within the Conservation Areas is prohibited.

(b) Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on, above or within the Conservation Areas, except as required for the construction of the Subdivision or any Dwelling by Declarant or any Builder, so long as such buildings or structures are approved by the U.S. Army Corps of Engineers, U.S. Department of Fish and Wildlife Services, the Missouri Department of Natural Resources or other applicable governmental authority having jurisdiction over the Subdivision and the Conservation Areas.

(c) Agricultural, Grazing and Horticultural Use. Agricultural, grazing, animal husbandry, and horticultural use of the Property are prohibited. There shall be no grazing or keeping of cattle, sheep, horses, or other livestock within the Conservation Areas, nor shall there be any planting, gardening or landscaping within the Conservation Areas.

(d) Vegetation. Cutting, pruning, removal, burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation within the Conservation Areas is prohibited. Notwithstanding the

foregoing, the Declarant or the Association may perform mowing, cutting, pruning and removal of vegetation within the Conservation Areas to the extent that such acts are performed for the purposes of: (i) control in accordance with practices of accepted scientific forestry; (ii) management practices for diseased or dead vegetation; or (iii) control of non-native species.

(e) Roads and Trails. There shall be no construction of roads, trails or walkways on the property, except for those trails, or walkways constructed by the Declarant or other Builder as a part of the development of the subdivision.

(f) Signage. No signs shall be permitted on or over the Conservation Areas, except the posting by the Declarant, a Builder or the Association of no trespassing signs, signs identifying the conservation values of the Conservation Areas, signs giving directions or proscribing rules and regulations for the use of the Conservation Areas.

(g) Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials within the Conservation Areas is prohibited.

(h) Excavation, Dredging or Mineral Use. There shall be no dredging, grading, removal, excavation, or disturbance of any soil, sand, peat, gravel, or aggregate material of any kind, from the Conservation Areas, except as required for the development of the Subdivision or the construction any Dwelling therein by Declarant or any Builder with the prior approval of the U.S. Army Corps of Engineers, U.S. Department of Fish and Wildlife Services, the Missouri Department of Natural Resources or other applicable governmental authority having jurisdiction over the Subdivision and the Conservation Areas.

(i) Water Quality and Drainage Pattern. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns within the Conservation Areas, except as required for the development of the Subdivision or the construction any Dwelling therein by Declarant or any Builder with the prior approval of the U.S. Army Corps of Engineers, U.S. Department of Fish and Wildlife Services, the Missouri Department of Natural Resources or other applicable governmental authority having jurisdiction over the Subdivision and the Conservation Areas.

(j) No Pesticides or Herbicides. The use of rodenticides or other small mammal control measures that may adversely affect the purpose of the Conservation Areas and the use of pesticides and fertilizers within the Conservation Areas is prohibited.

(k) No Burning. There shall be no burning of trash or waste or building of open air fires including, without limitation fires for cooking purposes and campfires within the Conservation Areas.

(l) Vehicles. The operation of snowmobiles, dune buggies, dirt bikes, motorcycles, all-terrain vehicles, cars, trucks, or any other types of motorized vehicles within the Conservation Areas is prohibited.

3. Permitted Use. Notwithstanding anything to the contrary herein, these Conservation Provisions shall not prevent the Declarant, the Board, or any Owner from making use of the remaining Common Areas or the Lots owned by them or under their control that is not expressly prohibited by these the

terms and conditions set forth herein and is not inconsistent with the purposes of these Conservation Provisions.

## ARTICLE XI TOWNHOME PROVISIONS

In addition to the terms and conditions set forth herein, the Townhome Lots and all improvements thereon shall be subject to the following provisions. To the extent that the provisions of this Article XI conflict with any other provision of this Declaration, the terms of this Article XI shall control.

1. Townhome Maintenance. The Association shall be responsible for maintenance, repair, replacement, preservation and improvement of each Townhome Lot which is subject to the Townhome Assessment as set forth herein (the "Townhome Maintenance"). The Townhome Maintenance shall include the maintenance, repair, replacement, preservation and improvement of the landscaping of each Townhome Lot, and the painting, repair and replacement of the exterior surfaces of each Townhome as set forth more specifically herein:

- (a) The maintenance, irrigation and replacement of landscaping, sod, trees, shrubs and grass;
- (b) The maintenance, repair, replacement or improvement of all retaining walls, walkways, which maintenance, repair, replacement and improvement may include, without limitation, snow removal, ice mitigation and plowing;
- (c) The maintenance, repair, replacement and improvement of the exterior of each Townhome including, without limitation, painting, repair, maintenance and replacement of roofs, gutters, downspouts and all exterior building surfaces (excluding glass surfaces) for normal usage and wear and tear (excluding, for example, damage due to vandalism, fire or other casualty), in accordance with rules established from time to time by the Association;
- (d) Notwithstanding anything to the contrary herein, in the event that the need for maintenance or repair is caused through the willful or negligent act of the Townhome Owner, the Townhome Owner's family, guests, and/or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Townhome Owner is subject.
- (e) Owner's Maintenance Responsibilities. Nothing set forth herein shall relieve the Owner of from such Owner's obligation to water the yard and to maintain such Owner's Dwelling as set forth hereinbelow. Each Owner shall maintain and keep his or her Dwelling in good order and repair and shall do nothing which will prejudice the structural integrity, which will increase the rate of insurance on the Townhome, or which would be in violation of law. Owners acknowledge that, notwithstanding the foregoing Townhome Maintenance, the Association shall not be responsible for maintaining, servicing, improving, or replacing any equipment or improvements within any Townhome, including, without limitation, interior walls, ceilings, flooring, glass (including exterior glass), 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 Townhome, except for the Townhome Maintenance described herein, shall be the sole responsibility of the Owner of the Townhome requiring such maintenance, service, improvement, or replacement. In the event that an Owner, with the prior written consent of the Directors, encloses, decorates or landscapes any balcony, patio, deck, terrace or other portion of his Lot, such Owner shall be and remain responsible for the repair and maintenance of the interior surfaces of such enclosure as well as for the repair, maintenance and preservation of the enclosed areas, and the Association shall be responsible for the maintenance of the exterior surfaces. The

Association shall have the right to impose a special charge therefor which shall be added to and become a part of the assessment levied upon such Dwelling.

2. Party Walls and Shared Elements. Each wall, including common garage walls and common fences, which is built as a part of the original construction of a Townhome and placed on the dividing line between Townhomes shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto: (i) the cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners thereof; (ii) 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; (iii) 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; (iv) to the extent that any of the foregoing are covered by an insurance policy carried by the Association, the relevant Owner or Owners 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; (v) 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.

3. No Liability of Association. The Board of Directors shall not be liable to any Townhome Owner or any Townhome Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, including, but not limited to the lawns and driveways, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. Each Townhome Owner shall protect, defend and indemnify the Board of Directors from damages and charges, attorneys' fees and costs of litigation for such injury or damage.

4. Reimbursement of Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Townhome Owner, the Townhome Owner's family, guests, and/or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Townhome Owner is subject.

5. Owner's Failure to Maintain. In the event a Townhome Owner should fail to maintain his or her Townhome or Townhome Lot 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 Townhome Lot and to repair, maintain, and restore the exterior of the Townhome, including but not limited to the removal of rubbish and debris, provided, this shall not give the Directors the right to hinder or interfere with construction on any Townhome Lot by a Builder or Declarant. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article XI, Paragraph 5. The cost of such maintenance shall be added to and become part of the next Assessment to which such Townhome 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 7 for non-payment, including, without limitation, imposition of a lien on said Townhome Owner's Lot and foreclosure thereof.

6. Landscaping of Townhome Lots. Townhome Owners may vary the original landscape plan (installed by the Declarant or any Builder) of his or her Townhome Lot (or portion thereof) upon receiving prior written approval from the Board of Directors. Requests to vary the landscaping shall be presented to the Board of Directors in the same manner as provided in Article VII, Section 1(m) above. Any landscaping installed by a Townhome Owner shall not be visible from street and shall be installed behind the rear wall of the Townhome. Owner-Installed Landscaping on any Townhome Lot shall be

maintained and kept in a safe, clean and attractive condition by the Owner of such Townhome Lot at the Owner's sole cost and expense. Notwithstanding, Townhome Owner-Installed landscaping shall not damage or alter the exterior of any residence, grading of the Townhome Lot or any other improvements, nor shall any landscaping substantially interfere with routine lawn maintenance performed by the Association. The Association shall not be responsible for any damage caused to Townhome Owner-Installed Landscaping by the Association's employees, agents, contractors or representatives performing routine lawn maintenance.

7. Alteration of Dwelling Units on Townhome Lots. Notwithstanding anything set forth in Article VII, Section 1, the Townhome Subcommittee may with respect to the Townhomes, at its option, establish separate architectural rules and standards for the Townhomes that shall be followed by the Board of Directors, unless such rules or standards are deemed unreasonable by a unanimous vote of the Board of Directors. An Owner of a Townhome shall not have the right to apply a different color, paint/stain or quality of covering (other than the same color or stain and quality as originally provided by Declarant or the original Builder of the improvement) to doors, decks, patios or fences without prior written approval by the Directors.

8. The Association shall not be liable to any Townhome Owner or any Townhome Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, including, but not limited any damage or injury occurring on the lawns and driveways, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. Each Townhome Owner shall protect, defend and indemnify the Board of Directors from damages and charges, attorneys' fees and costs of litigation for such injury or damage.

9. Insurance for Townhomes. The Association shall purchase insurance on the Townhome Lots and the Dwellings thereon, insuring said Lots (exclusive of the additions and improvements made by the Owners to their respective Townhomes and exclusive of the real estate and other standard exceptions contained in a buyer insurance policy), including the Dwellings, against loss or damage by fire and against loss or damage by risk now or hereafter embraced by a special perils property policy in an amount not less than 100% of the full insurable replacement cost thereof, together with such other endorsements for coverage that the Board may deem advisable, such as earthquake coverage. The "full insurable replacement cost" of the Property (exclusive of the additions and improvements made by the Owners to their respective Townhomes and exclusive of the land and the other standard exclusions contained in a property insurance policy) including the Dwellings, shall be determined from time to time (but not less frequently than once in any twenty-four (24) month period) by the Board, and the Board of Directors shall have the authority, but not the obligation, to obtain an appraisal by a Qualified Real Estate Appraiser, as selected by it, along with such other insurance in such reasonable amounts as the Board shall deem desirable.

10. Owners' Insurance. The insurance policy described in Article XI, Paragraph 9 herein does not cover any part of a Dwelling which would be covered by a standard homeowners' insurance policy. The Board of Directors shall from time to time establish rules and regulations governing the obtaining and maintenance of insurance either by the Townhome Owners, as the Board of Directors shall determine in its sole discretion, and each Townhome Owner shall comply with such rules and regulations. In all events, the obtaining and maintenance of such insurance shall be governed by the following:

(a) Casualty. Each Dwelling on a Townhome Lot, including, shall at all times be insured by a homeowners' insurance policy covering the interior finish of said Dwelling from the bare walls and unfinished floors of the Dwelling together with any improvements or additions thereto, and all personal property located within said Dwelling;



(b) Liability. Each Owner of a Townhome Lot shall obtain and at all times maintain a policy of public liability insurance in an amount of not less than \$ 500,000.00. The Board of Directors shall not be liable to any Townhome Owner or any Townhome Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. Each Townhome Owner shall protect, defend and indemnify the Board of Directors from damages and charges for such injury or damage;

(c) Proof of Policy. The Board of Directors 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;

(d) Waiver of Subrogation. 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 other party;

(e) Cancellation. Each policy shall provide that the same shall not be canceled, terminated, or amended without thirty (30) days prior written notice to the Board of Directors hereunder;

(f) Failure to Maintain Insurance. If an Owner of a Townhome 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 Townhome Owner to provide insurance in compliance herewith and failure of such Townhome 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 Townhome Owner. The cost of the premiums for such insurance shall be assessed against each such Townhome and shall be added to the Assessment to which such Lot is subject under the terms and conditions of this Declaration hereof, and, as a part of such Assessment, the same shall constitute an obligation of the Townhome Lot Owner and shall be a lien on the Townhome Lot to which assessed and the same shall become due and payable in all respects as provided herein for the payment of assessments. The Board of 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 XII VILLA PROVISIONS

In addition to the terms and conditions set forth herein, the Villa Lots and all improvements thereon shall be subject to the following provisions. To the extent that the provisions of this Article XII conflict with any other provision of this Declaration, the terms of this Article XII shall control.

### 1. Villa Maintenance.

(a) The Association shall be responsible for maintenance upon each Villa Lot which is subject to the Villa Assessment as follows: (1) the maintenance, irrigation and replacement of landscaping, sod, trees, shrubs and grass; (2) snow removal, ice mitigation and plowing ("Villa Maintenance"). Such Villa Maintenance shall not include driveway repair, maintenance or replacement of driveways, walkways, decks and patios. Owners acknowledge that, notwithstanding the foregoing Villa Maintenance, the Association shall not be responsible for maintaining, servicing, improving, or replacing any equipment or improvements within or about any Villa, including, without limitation, the gutters, siding or exterior brick, decks, patios, driveways or walkways, the roof, 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, except for the Villa

Maintenance described herein, shall be the sole responsibility of the Owner of the Villa requiring such maintenance, service, improvement, or replacement.

(b) The Board of Directors shall not be liable to any Villa Owner or any Villa Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, including, but not limited to the lawns and driveways, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. Each Villa Owner shall protect, defend and indemnify the Board of Directors from damages and charges, attorneys' fees and costs of litigation for such injury or damage.

(c) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Villa Owner, the Villa Owner's family, guests, and/or invitees, 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.

(d) In the event a Villa Owner should fail to maintain his or her Villa or Villa Lot 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 Villa Lot and to repair, maintain, and restore the exterior of the Villa, including but not limited to the removal of rubbish and debris, provided, this shall not give the Directors the right to hinder or interfere with construction on any Villa Lot by a Builder or Declarant. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article XII, Paragraph 1(d). 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, Paragraph 7 for non-payment, including, without limitation, imposition of a lien on said Villa Owner's Lot and foreclosure thereof.

2. Landscaping of Villa Lots. Villa Owners may vary the original landscape plan (installed by the Declarant or any Builder) of his or her Villa Lot upon receiving prior written approval from the Board of Directors. Requests to vary the landscaping shall be presented to the Board of Directors in the same manner as provided Article XII, Paragraph 1 above. Any landscaping installed by a Villa Owner shall not be visible from street and shall be installed behind the rear wall of the Villa. Owner-Installed Landscaping on any Villa Lot shall be maintained and kept in a safe, clean and attractive condition by the Owner of such Villa Lot at the Owner's sole cost and expense. Notwithstanding, Villa Owner-Installed Landscaping shall not damage or alter the exterior of any residence, grading of the Villa Lot or any other improvements, nor shall any landscaping substantially interfere with routine lawn maintenance performed by the Association. The Association shall not be responsible for any damage caused to Villa Owner-Installed Landscaping by the Association's employees, agents, contractors or representatives performing routine lawn maintenance.

3. Alteration of Dwelling Units on Villa Lots. Notwithstanding the provisions of subparagraph (c) hereinabove, the Villa Subcommittee may with respect to the Villas, at its option, establish separate architectural rules and standards for the Villas that shall be followed by the Board of Directors, unless such rules or standards are deemed unreasonable by a unanimous vote of the Board of Directors. An Owner of a Villa Lot shall not have the right to apply a different color, paint/stain or quality of covering (other than the same color or stain and quality as originally provided by Declarant or the original Builder of the improvement) to doors, decks, patios or fences without prior written approval by the Directors.

4. Insurance for Villa Lots. Each Villa Lot and the Dwellings thereon 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 Villa Owners or by the Board of Directors, as the Board of Directors shall determine in its sole discretion, and each Villa Owner shall comply with such rules and regulations. In all events, the obtaining and maintenance of such insurance shall be governed by the following:

(a) Casualty. Each Villa Lot and Dwelling thereon shall at all times be insured in an amount equal to the full replacement cost thereof;

(b) Liability. Each Owner of a Villa Lot shall obtain and at all times maintain a policy of public liability insurance in an amount of not less than \$ 500,000.00. The Board of Directors shall not be liable to any Villa Lot Owner or any Villa Lot Owner's lessees, guests, employee, or other persons for any injury or damage caused to them or their persons or property, by water, rain, snow, ice, sleet, fire, frost, storm and accidents. Each Villa Lot Owner shall protect, defend and indemnify the Board of Directors from damages and charges for such injury or damage;

(c) Proof of Policy. The Board of Directors 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;

(d) Waiver of Subrogation. 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 other party;

(e) Cancellation. Each policy shall provide that the same shall not be canceled, terminated, or amended without thirty (30) days prior written notice to the Board of Directors hereunder;

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 Villa Lot Owner to provide insurance in compliance herewith and failure of such Villa Lot 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 Villa Lot Owner. The cost of the premiums for such insurance shall be assessed against each such Villa Lot and shall be added to the Assessment to which such Lot is subject under Article VI, Paragraph 13 hereof, and, as a part of such Assessment, the same shall constitute an obligation of the Villa Lot Owner and shall be 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, Paragraph 13 hereof. The Board of 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 XIII GENERAL PROVISIONS

1. Enforcement. The Association, Directors, Owners, Declarant or any Builder(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Directors, Owners, Declarant or any Builder 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 of these covenants or restrictions, or any part or component thereof, by judgment or court order shall not affect any other provisions, which shall remain in full force and effect to the extent permitted by law.

3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of twenty five (25) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners having seventy-five percent (75%) or more of the votes in the Association has been recorded with the Office of Recorder of Deeds for the County of St. Charles, Missouri, 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 the Declarant or by the unanimous consent of the Directors at any time prior to the election of all of the 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-five percent (75%) 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.

5. Reservation of Expenditures. Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended 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, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision.

6. Release. Declarant may, in its sole discretion, 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 above, and, if Declarant deems it necessary, recording one or more revised or amended plats.

7. Governing Law. This Declaration shall be governed by, and interpreted in accordance with, the laws of the State of Missouri. Venue for filing and maintaining any action or suit with respect to this Declaration shall be in the state courts for St. Charles County, Missouri.

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

DD LAND DEVELOPMENT, LLC

By: 

Print Name: Kenneth Kruse

Title: Manager

STATE OF MISSOURI )  
 ) SS:  
COUNTY OF St. Louis )

On this 28<sup>th</sup> day of October, 2020, before me personally appeared Kenneth Kruse, to me personally known, who, being by me duly sworn, did state that he is the Manager of DD LAND DEVELOPMENT, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company, by authority of its Members and he acknowledged said instrument to be the free act and deed of said company.

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.

Sam Simmons  
Notary Public

My Commission Expires: 8.14.23



SAM SIMMONS  
My Commission Expires  
August 14, 2023  
St. Louis City  
Commission #19110786

## Exhibit "A"

### Legal Description

Real property in the City of O'Fallon, County of St. Charles, State of Missouri, described as follows:

#### PARCEL 1:

A TRACT OF LAND BEING PART OF THE JAMES BALDRIDGE ESTATE PARTITION IN U.S. SURVEY 297, AND PART OF FRACTIONAL SECTIONS 11 AND 14, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5TH P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND STONE AT THE CENTER OF SECTION 11, SAID POINT BEING THE SOUTHWEST CORNER OF WATSON SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 PAGE 91; THENCE S29°36'03"E 2,194.79 FEET TO THE POINT OF THE BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE S36°11'38"E 653.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.78 FEET, THE CHORD COURSE OF S08°14'46"W 35.01 FEET; THENCE S52°41'10"W 745.41 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, THE CHORD COURSE OF N82°18'50"W 35.36 FEET; THENCE N37°18'50"W 58.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 975.77 FEET, THE CHORD COURSE OF N07°46'22"E 878.14 FEET; THENCE N52°51'34"E 161.38 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.68 FEET, THE CHORD COURSE OF S81°40'02"E 35.65 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

A TRACT OF LAND BEING PART OF THE JAMES BALDRIDGE ESTATE PARTITION IN U.S. SURVEY 297, AND PART OF FRACTIONAL SECTIONS 11 AND 14, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5TH P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE AT THE CENTER OF SECTION 11, SAID POINT BEING THE SOUTHWEST CORNER OF WATSON SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 PAGE 91; THENCE ALONG THE SOUTH LINE OF SAID WATSON SUBDIVISION S89°03'51"E 477.15 FEET; THENCE DEPARTING SAID SOUTH LINE S04°30'32"E 411.11 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 7.22 FEET, THE CHORD COURSE OF S04°07'27"E 7.22 FEET; THENCE S03°44'23"E 119.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.70 FEET, THE CHORD COURSE OF S43°30'07"E 31.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 128.03 FEET, THE CHORD COURSE OF S68°35'34"E 126.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 328.00 FEET, AN ARC LENGTH OF 18.11 FEET, A CHORD COURSE OF S52°20'24"E 18.10 FEET; THENCE S50°45'31"E 17.81 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.09 FEET, A CHORD COURSE OF N86°44'09"E 33.78 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 772.01 FEET, A CHORD COURSE OF S04°01'05"W 710.18 FEET; THENCE S36°11'38"E 591.77 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.78 FEET, A CHORD COURSE OF S08°14'46"W 35.01 FEET; THENCE S52°51'34"W 163.27 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 1,070.19 FEET, A CHORD COURSE OF S07°46'23"W 963.12 FEET; THENCE S37°18'50"E 806.21 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 94.48 FEET, A CHORD COURSE OF S28°51'19"E 94.14 FEET; THENCE S20°23'48"E 102.10 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC LENGTH OF 112.20 FEET, A CHORD COURSE OF S28°51'19"E 111.79 FEET; THENCE S37°18'50"E 783.92 FEET; THENCE S50°03'27"W 4.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FEET, AN ARC LENGTH OF 67.85 FEET, A CHORD COURSE OF S15°22'01"E 67.15 FEET TO THE NORTH RIGHT OF WAY LINE OF MISSOURI

ROUTE DD AS WIDENED; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S40°55'38"W 114.93 FEET; THENCE S56°38'37"W 50.88 FEET; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1,578.76 FEET, AN ARC LENGTH OF 494.33 FEET, A CHORD COURSE OF S65°36'49"W 492.32 FEET; THENCE S15°24'58"E 15.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND ALONG THE NORTHEAST LINE OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO THE CITY OF O'FALLON PER BOOK 2763 PAGE 1186 THE FOLLOWING COURSES AND DISTANCES N60°23'18"W 217.75 FEET; THENCE N71°59'27"W 132.93 FEET; THENCE N50°09'12"W 303.76 FEET; THENCE N50°16'19"W 301.55 FEET; THENCE N07°51'48"W 313.44 FEET; THENCE N26°37'56"E 390.59 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 119.67 FEET, A CHORD COURSE OF N60°32'53"W 118.88 FEET; THENCE S39°06'1"W 481.75 FEET; THENCE N44°00'11"W 738.36 FEET; THENCE N38°17'29"W 563.50 FEET; THENCE S78°21'48"W 128.45 FEET; THENCE N40°28'36"W 251.89 FEET; THENCE N07°10'04"W 292.66 FEET TO THE SOUTH LINE OF ROLLING MEADOWS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19 PAGE 39 AND SURVEY RECORD BOOK 16 PAGE 17; THENCE ALONG THE SOUTH AND EAST LINES OF SAID ROLLING MEADOWS THE FOLLOWING COURSES AND DISTANCES N80°53'00"E 860.00 FEET; THENCE N05°52'41"W 1795.18 FEET TO THE SOUTH LINE OF PIN OAK PARC ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29 PAGE 33; THENCE ALONG THE SOUTH AND EAST LINES OF SAID PIN OAK PARC THE FOLLOWING COURSES AND DISTANCES N81°53'13"E 322.36 FEET; THENCE N04°30'32"W 572.60 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND BEING PART OF LOTS 2 AND 3 OF THE JAMES BALDRIDGE ESTATE PARTITION IN U.S. SURVEY 297, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5TH P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF POST ROAD 30' WIDE AND THE SOUTH LINE OF U.S. SURVEY 297; THENCE ALONG SAID SOUTH LINE S82°45'48"W 1402.17 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO MISSOURI DEPARTMENT OF CONSERVATION PER DEED RECORDED IN BOOK 2962 PAGE 1482; THENCE ALONG THE EAST LINE OF SAID MISSOURI DEPARTMENT OF CONSERVATION TRACT N27°36'45"W 871.18 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE DD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 1,678.76 FEET, AN ARC LENGTH OF 624.91 FEET, A CHORD COURSE OF N67°18'28"E 621.31 FEET; THENCE N56°38'37"E 38.85 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, AN ARC LENGTH OF 236.45 FEET, A CHORD COURSE OF S82°55'00"E 217.30 FEET; THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 505.00 FEET, AN ARC LENGTH OF 686.07 FEET, A CHORD COURSE OF S81°23'48"E 643.51 FEET; THENCE N59°41'01"E 158.07 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE SOUTH SERVICE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 874.93 FEET, AN ARC LENGTH OF 194.49 FEET, A CHORD COURSE OF S14°44'34"E 194.09 FEET; THENCE N81°37'31"E 65.00 FEET TO THE WEST RIGHT OF WAY LINE OF ABOVE MENTIONED POST ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S08°34'35"E 643.42 FEET TO THE POINT OF BEGINNING.

APN: 787530A000 and 787440A000 and 787500A000 and T022000073 and T021200002 and 780930A000 and 780480A000 and 777060A000 and 777180A000 and 787410A000

EXHIBIT B  
TO THE DECLARATION OF  
RESTRICTIONS AND COVENANTS OF THE STREETS OF CALEDONIA

**Installation Preference Checklist**

Any satellite dish or similar device shall be installed in such a manner that it is placed in the most preferable location considering the three factors of Location, Height, and Screening, with the first listed placement under each category being the most preferable. Each prior preference shall be eliminated in sequence regarding whether it will allow for the provision of an acceptable signal prior to considering placement of the device within the next listed preference. Consideration of each element shall be signified by marking either "Acceptable Signal" or "Unacceptable Signal."

Preference Description	Acceptable Signal	Unacceptable Signal
<b>A. Location.</b>		
1. Placement within 5 feet of the rearmost corner of the home on the rear wall of the home	_____	_____
2. Placement within 10 feet of the rearmost corner of the home on the rear wall	_____	_____
3. Placement at the next closest distance from the rearmost corner of the home on the rear wall	_____	_____
4. Placement within 5 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
5. Placement within 10 feet of the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
6. Placement on the next closest distance from the rearmost corner of the home on the side wall that adjoins the garage	_____	_____
<b>B. Height.</b>		
1. Placement within 3 feet from the ground	_____	_____
2. Placement within 4 feet from the ground	_____	_____
3. Placement under an eave of the home	_____	_____
<b>C. Screening.</b>		
1. Concealment of the device by shrubbery or other natural landscaping elements otherwise allowable within the restrictions of the development	_____	_____
2. Concealment of the device by an opaque surface such	_____	_____



as a wall or fence otherwise allowable within the restrictions of the development

3. Concealment of the device by a natural or manmade object otherwise allowable within the restrictions of the development \_\_\_\_\_

4. Concealment of the device by the individual characteristics or location of the Property within the development. \_\_\_\_\_

EXHIBIT C  
CONSERVATION AREAS

**SEE ATTACHED**



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

STREETS OF CALEDONIA - O'FALLON, MO  
PROJECT NO. 16-6821  
MAY 29, 2020

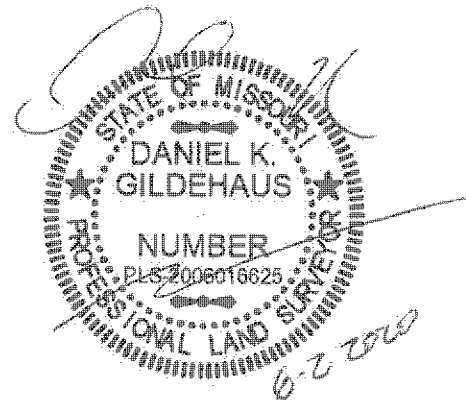
### EXHIBIT A

#### BAT PRESERVATION AREA A

A TRACT OF LAND BEING A PORTION OF U.S. SURVEY NO. 297, WITHIN TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5<sup>TH</sup> P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI, ALSO BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THF 40 DD DEVELOPMENT, LLC BY DEED RECORDED IN BOOK 2712, PAGE 912 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY DD, SAID POINT BEING THE NORTHWEST CORNER OF THE SAID THF 40 DD DEVELOPMENT, LLC PARCEL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO THE MISSOURI DEPARTMENT OF CONSERVATION BY DEED RECORDED IN BOOK 2962, PAGE 1482 OF SAID RECORDER OF DEEDS OFFICE, THENCE S27°36'45"E ALONG THE COMMON LINE BETWEEN SAID MISSOURI DEPARTMENT OF CONSERVATION AND THF 40 DD DEVELOPMENT, LLC PARCELS, 21.08 FEET TO THE POINT OF BEGINNING.

THENCE CROSSING SAID THF 40 DD DEVELOPMENT, LLC PARCEL, 121.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1698.76 FEET, AND A CHORD THAT BEARS N75°44'22"E, A DISTANCE OF 121.20 FEET; THENCE CONTINUING 359.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 209.00 FEET, AND A CHORD THAT BEARS S16°13'51"E, A DISTANCE OF 316.76 FEET; THENCE CONTINUING S06°00'23"W 100.09 FEET TO THE SAID COMMON LINE BETWEEN SAID MISSOURI DEPARTMENT OF CONSERVATION AND THF 40 DD DEVELOPMENT, LLC PARCELS; THENCE N27°36'45"W ALONG THE SAID COMMON LINE, 421.87 FEET TO THE POINT OF BEGINNING, CONTAINING 14.821 SQUARE FEET, OR 0.34 ACRES, MORE OR LESS.

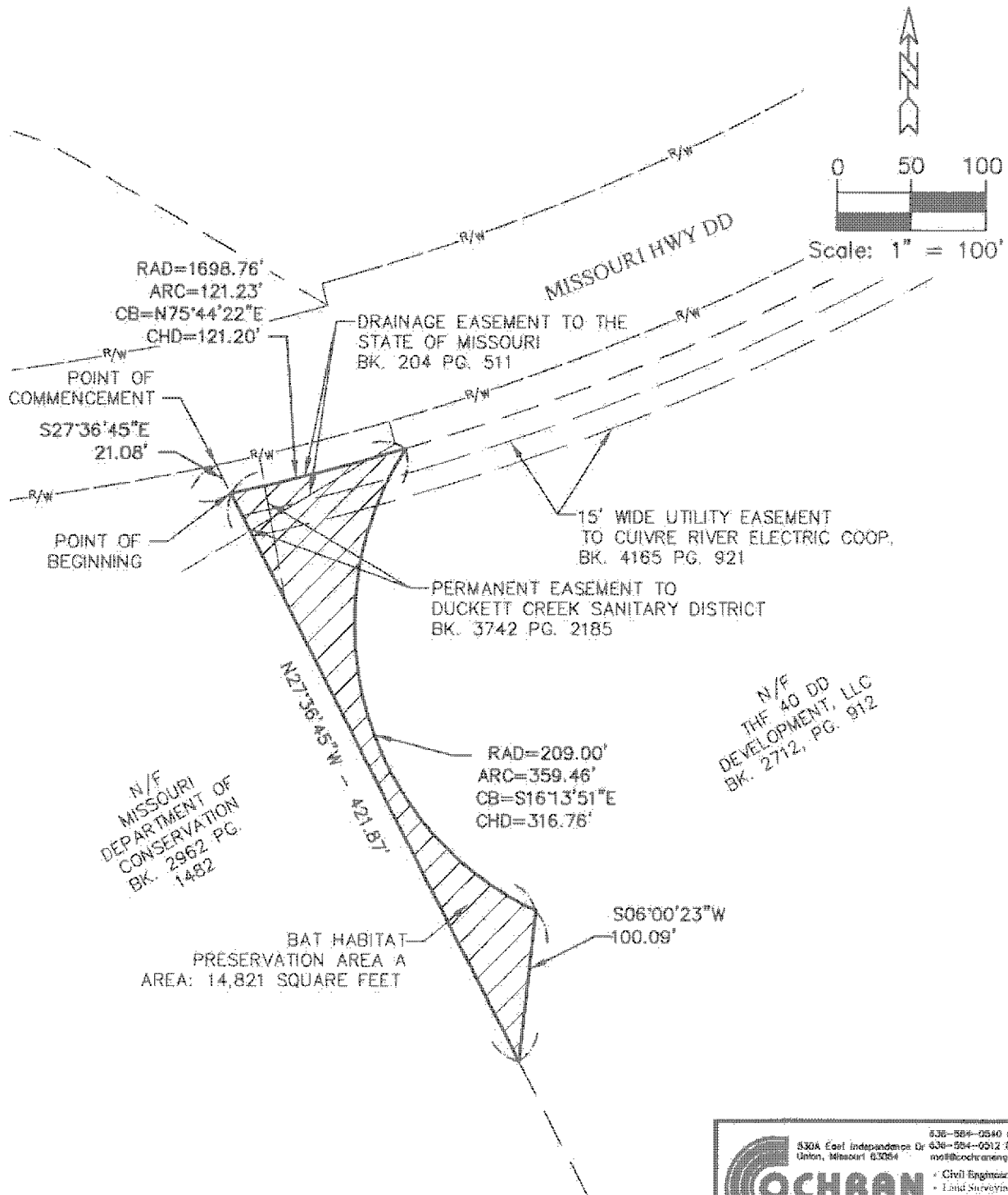


8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
--	---	---	--	--	--

[www.cochraneng.com](http://www.cochraneng.com)

# EXHIBIT "A"

A TRACT OF LAND BEING A PORTION OF U.S. SURVEY 297, TOWNSHIP 46 NORTH, RANGE 2 EAST  
OF THE 5TH P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI



	530A East Independence Dr Union, Missouri 63084		636-584-0540 (fax) 636-584-0512 (fax) mo@cochrane.com
	• Civil Engineering • Land Surveying • Architecture • Site Development • General Consulting • Master Planning		
DRAWN BY APK	DATE 6-2-2020	PLOTTED NO. 17-6821	



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

STREETS OF CALEDONIA - O'FALLON, MO  
PROJECT NO. 16-6821  
MAY 29, 2020

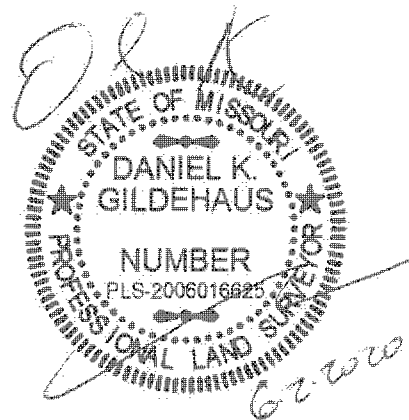
**EXHIBIT B**

**BAT PRESERVATION AREA B**

A TRACT OF LAND BEING A PORTION OF U.S. SURVEY NO. 297, WITHIN TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5<sup>TH</sup> P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI, ALSO BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THF 40 DD DEVELOPMENT, LLC BY DEED RECORDED IN BOOK 2712, PAGE 912 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE COMMON LINE BETWEEN THE SAID THF 40 DD DEVELOPMENT, LLC PARCEL, AND THAT PARCEL CONVEYED TO THE CITY OF O'FALLON MISSOURI BY DEED RECORDED IN BOOK 2763, PAGE 1186 OF SAID RECORDER OF DEEDS OFFICE, THENCE N26°37'56"E ALONG THE COMMON LINE BETWEEN SAID PARCELS, 160.50 FEET TO THE POINT OF BEGINNING SAID POINT BEING THE COMMON NORTH CORNER BETWEEN LOT 109 AND COMMON AREA D OF THE PROPOSED PLAT OF THE STREETS OF CALEDONIA NORTH PLAT 1.

THENCE CONTINUING ALONG SAID COMMON LINE, SAID LINE ALSO BEING THE NORTH LINE OF SAID COMMON AREA D, N26°37'56"E 146.71 FEET; THENCE CROSSING SAID THF 40 DD DEVELOPMENT, LLC PARCEL AND COMMON AREA D, S63°22'04"E 125.71 FEET; THENCE CONTINUING S59°18'20"W 175.71 FEET TO THE COMMON LINE BETWEEN SAID LOT 109 AND COMMON AREA D; THENCE N61°09'19"W ALONG THE COMMON LINE BETWEEN SAID LOT 109 AND COMMON AREA D, 30.88 FEET TO THE POINT OF BEGINNING, CONTAINING 11,560 SQUARE FEET, OR 0.27 ACRES, MORE OR LESS.



8 East Main Street  
Wentzville, MO 63385  
Phone: 636-332-4574  
Fax: 636-327-0760

737 Rudder Road  
Fenton, MO 63026  
Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

534 Maple Valley Drive  
Farmington, MO 63640  
Phone: 573-315-4810  
Fax: 573-315-4811

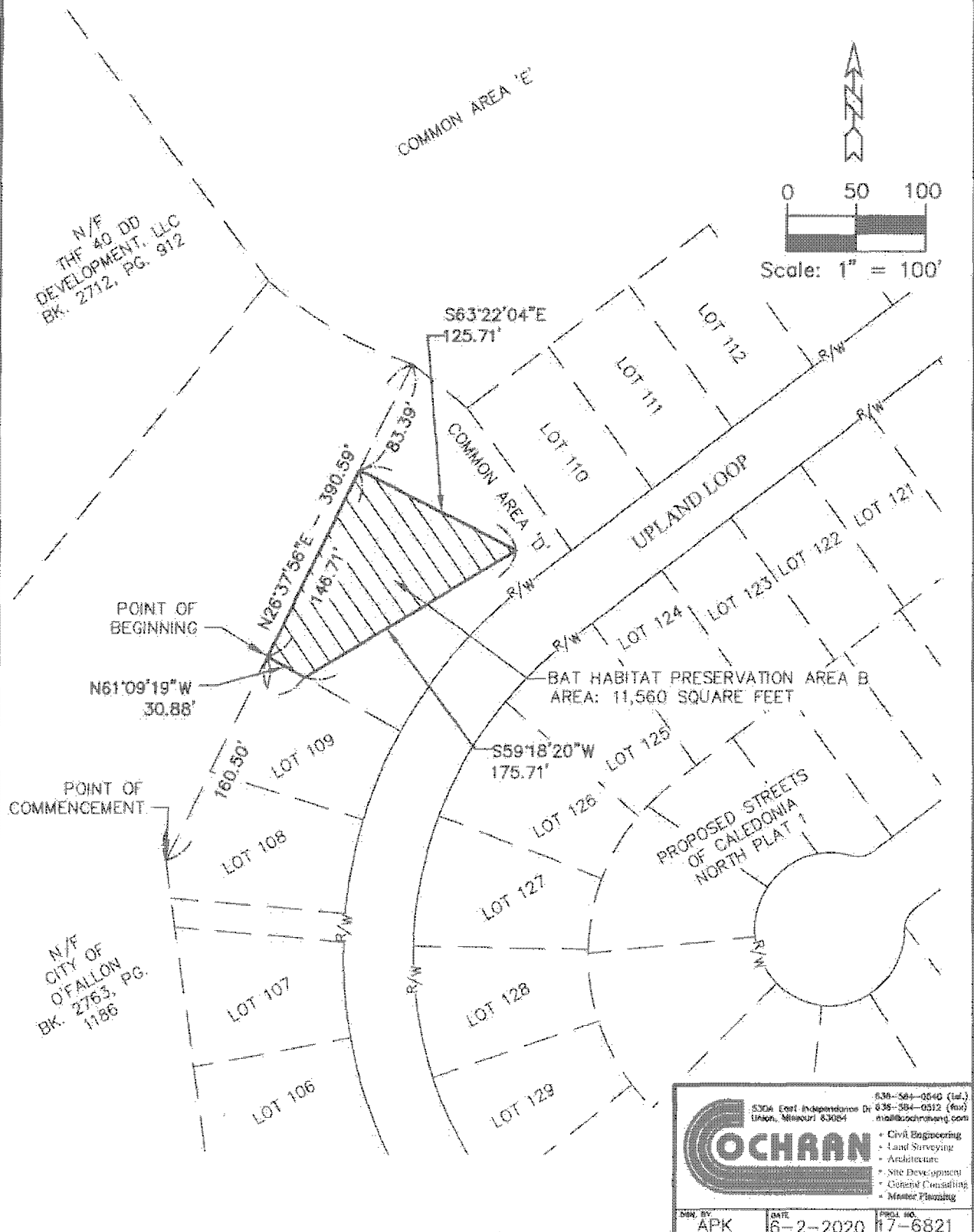
2804 N. Biagio Street  
Ozark, MO 65721  
Phone: 417-595-4108  
Fax: 417-595-4109

905 Executive Drive  
Osage Beach, MO 65065  
Phone: 573-525-0299  
Fax: 573-525-0298

[www.cochraneng.com](http://www.cochraneng.com)

# EXHIBIT "B"

A TRACT OF LAND BEING A PORTION OF U.S. SURVEY 297, TOWNSHIP 46 NORTH, RANGE 2 EAST  
OF THE 5TH P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI



**COCHARN**  
 636-564-0540 (fax)  
 636-564-0512 (fax)  
 mail@cocharn.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DES. BY: **APK** DATE: **6-2-2020** PROJ. NO.: **17-6821**



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

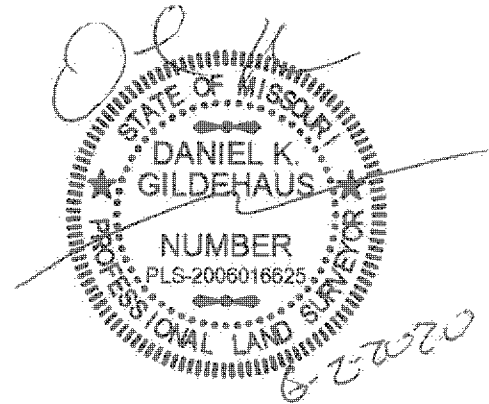
STREETS OF CALEDONIA - O'FALLON, MO  
PROJECT NO. 16-6821  
MAY 29, 2020

### EXHIBIT C

#### BAT PRESERVATION AREA C

A TRACT OF LAND BEING A PORTION OF U.S. SURVEY NO. 297, WITHIN TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5<sup>TH</sup> P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI, ALSO BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THF 40 DD DEVELOPMENT, LLC BY DEED RECORDED IN BOOK 2712, PAGE 912 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER THE SAID THF 40 DD DEVELOPMENT, LLC PARCEL, AND NORTHEAST CORNER OF THAT PARCEL CONVEYED TO THE CITY OF O'FALLON MISSOURI BY DEED RECORDED IN BOOK 2763, PAGE 1186 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT BEING ON THE SOUTH LINE OF THE PLAT OF ROLLING MEADOWS AS RECORDED IN PLAT BOOK 19, PAGE 39 OF SAID RECORDER OF DEEDS OFFICE, THENCE N80°53'00"E ALONG THE COMMON LINE BETWEEN SAID PLAT AND THF 40 DD DEVELOPMENT, LLC PARCEL, 133.09 FEET; THENCE CROSSING SAID THF 40 DD DEVELOPMENT, LLC PARCEL, S07°16'56"W 370.60 FEET TO THE COMMON LINE BETWEEN SAID THF 40 DD DEVELOPMENT, LLC AND SAID CITY OF O'FALLON MISSOURI PARCELS; THENCE N40°28'36"W ALONG THE COMMON LINE BETWEEN SAID PARCELS, 73.82 FEET; THENCE CONTINUING ALONG SAID COMMON LINE, N07°10'04"W 292.66 FEET TO THE POINT OF BEGINNING, CONTAINING 29,590 SQUARE FEET, OR 0.68 ACRES, MORE OR LESS.



8 East Main Street  
Wentzville, MO 63385  
Phone: 636-332-4574  
Fax: 636-327-0760

737 Rudder Road  
Fenton, MO 63026  
Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

534 Maple Valley Drive  
Farmington, MO 63640  
Phone: 573-315-4810  
Fax: 573-315-4811

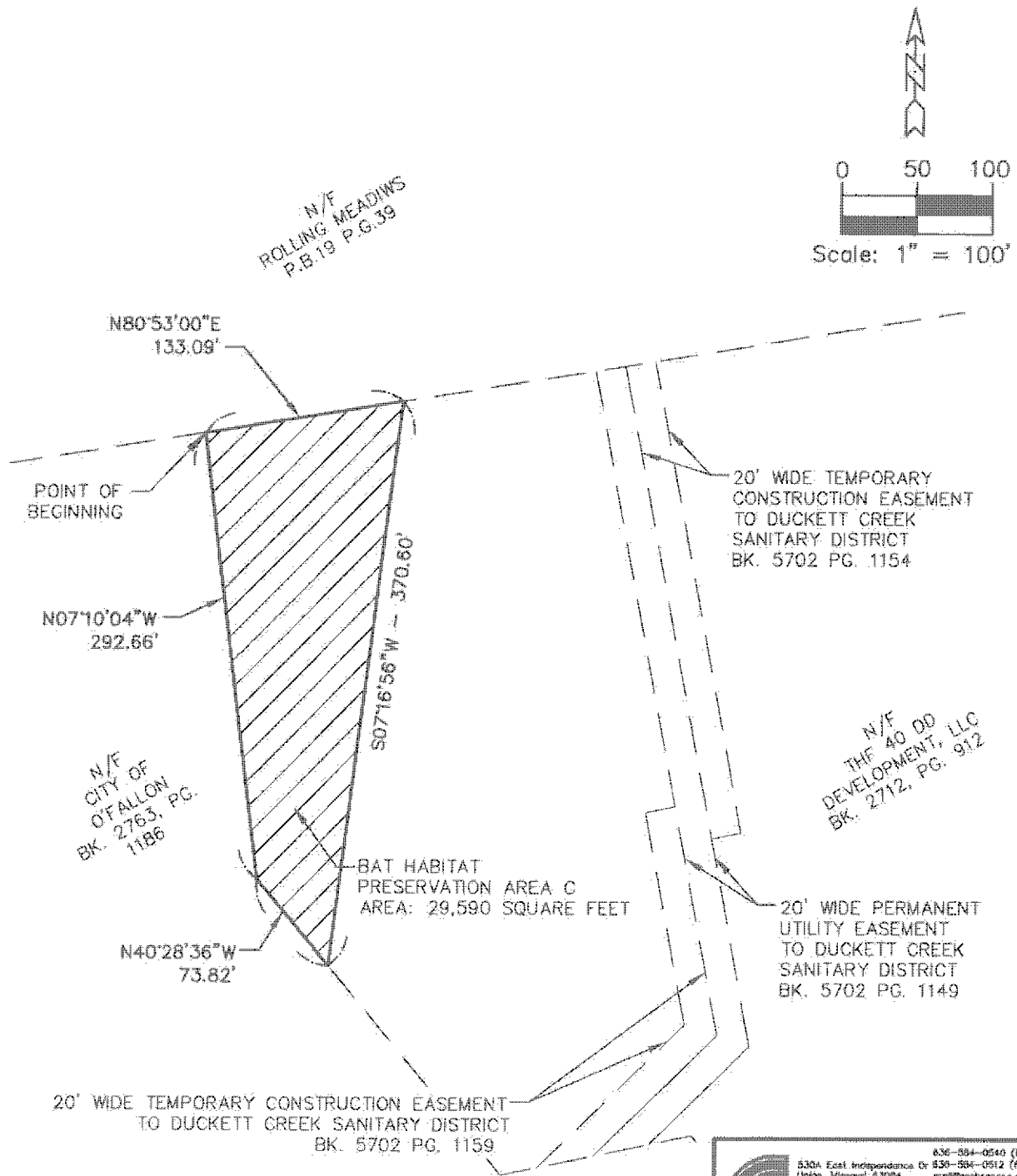
2804 N. Biagio Street  
Ozark, MO 65721  
Phone: 417-595-4108  
Fax: 417-595-4109


905 Executive Drive  
Osage Beach, MO 65065  
Phone: 573-525-0299  
Fax: 573-525-0298

[www.cochraneng.com](http://www.cochraneng.com)

# EXHIBIT "C"

A TRACT OF LAND BEING A PORTION OF U.S. SURVEY 297, TOWNSHIP 46 NORTH, RANGE 2 EAST  
OF THE 5TH P.M., CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI



	530A East Independence Dr Union, Missouri 63004 636-584-0540 (Int.) 636-584-0512 (Fax) mail@cochrane.org	
	<ul style="list-style-type: none"> <li>• Civil Engineering</li> <li>• Land Surveying</li> <li>• Architecture</li> <li>• Site Development</li> <li>• General Consulting</li> <li>• Master Planning</li> </ul>	
DESIGNED BY <b>APK</b>	DATE <b>6-2-2020</b>	PROJECT NO. <b>17-6821</b>