

18

AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGES AT DARDENNE - BATES VILLAGE

THIS AMENDMENT is made as of the 4th day of May, 1998, to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages at Dardenne - Bates Village, dated as of August 25, 1997, and recorded in Book 1972, Page 1481 in the Recorder of Deeds' Office of St. Charles County, Missouri (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article X, Section 6 of the Declaration provides that the Declarant may cause properties to be released from the Declaration by amending the Declaration as provided in Article X, Section 4 of the Declaration.

B. The Declarant desires to release Common Ground Drainage Esmt Area "A" as shown on the plat of Villages at Dardenne - Bates Village recorded in Plat Book 33, page 352 of the St. Charles County Recorder of Deeds office (the "Property") from the Declaration because the Property is being transferred contemporaneously with this Amendment to the Master Association and in connection with that transfer being made subject to the Master Declaration.

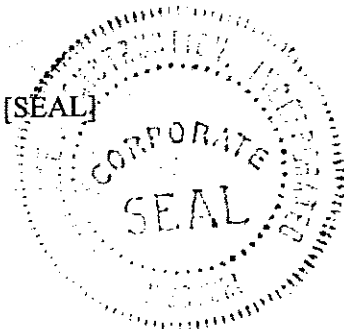
C. The Board of Directors is in favor of this transfer and desires that the Property become Master Common Area.

AMENDMENT

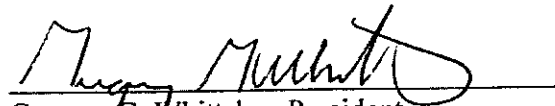
Pursuant to the authority provided in the Declaration and in accordance with the terms of Article X, Sections 4 and 6 of the Declaration, the undersigned hereby amend the Declaration to exclude and deannex the Property and hereby release the Property from all of the easements, terms, covenants, conditions, restrictions, reservations and provisions of the Declaration.

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

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



WHITTAKER CONSTRUCTION, INCORPORATED



Gregory G. Whittaker, President

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

11136_1

JUN 24 1998

By

Time



11:53 AM

The Villages at Dardenne Homeowners Association
- Bates Village

Gregory G. Whittaker
Gregory G. Whittaker

Robert N. Whittaker, Sr.
Robert N. Whittaker, Sr.

James L. Holman, Jr.
James L. Holman, Jr.

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

On this 5th day of May, 1998, before me personally appeared Gregory G. Whittaker to me personally known, who, being by me duly sworn, did state that he is the President of Whittaker Construction, Incorporated, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Gregory G. Whittaker acknowledges said instrument to be the free act and deed of said corporation.

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

Helena Beth Matthews
Notary Public

My Commission Expires: 10-23-99

HELENA BETH MATTHEWS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Oct. 23, 1999

STATE OF MISSOURI)
) SS
COUNTY OF ST CHARLES)

On this 11th day of May, 1998, before me personally appeared Robert N. Whittaker, Sr., James L. Holman, Jr., and Gregory G. Whittaker who being by me duly sworn, did say that they are the Directors of The Villages at Dardenne Homeowners Association - Bates Village, a nonprofit corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Robert N. Whittaker, Sr., James L. Holman, Jr., and Gregory G. Whittaker acknowledged said instrument to be the free act and deed of said corporation.

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

Helena Beth Matthews
Notary Public

My term expires: 10-23-99

11136_1

HELENA BETH MATTHEWS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Oct. 23, 1999

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made and entered into as of the 25th day of August, 1997, by and between THE VILLAGES AT DARDENNE HOMEOWNERS ASSOCIATION - OAKLAND VILLAGE, f/k/a The Villages at Dardenne Homeowners Association, a Missouri Nonprofit Corporation ("Grantor"), and THE VILLAGES AT DARDENNE HOMEOWNERS ASSOCIATION - BATES VILLAGE, a Missouri Nonprofit Corporation, whose mailing address is 355A Mid Rivers Mall Drive, St. Peters, 63376, of the County of St. Charles, State of Missouri ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said Grantee, the Real Estate in the County of St. Charles and State of Missouri, more particularly described as follows:

That certain real property described and shown as Common Ground Drainage Esmt Area "A," Common Ground Utility Esmt. & Drainage Esmt Area "C," and Common Ground & Utility Esmt. Area "D" on the plat of VILLAGES AT DARDENNE - BATES VILLAGE recorded in Plat Book 33, Page 352 in the Recorder of Deeds Office of St. Charles County, Missouri (the "Property").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such Grantee forever. So that neither the Grantor, nor its successors or assigns, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

THE VILLAGES AT DARDENNE HOMEOWNERS
ASSOCIATION - OAKLAND VILLAGE
a Missouri nonprofit corporation

Beth Nielsen

By: (Print Name) Beth Nielsen

Title: Vice President

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

On the 19th day of May, 1998, before me appeared Beth Nielsen to me personally known, who being by me duly sworn, did say that She is the Vice President of The Villages at Dardenne Homeowners Association - Oakland Village, a nonprofit corporation of the State of Missouri and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Beth Nielsen acknowledged said instrument to be the free act and deed of said corporation.

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

Helena Beth Matthews
Notary Public

My term expires: 10-23-99

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

HELENA BETH MATTHEWS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Oct. 23, 1999

JUN 24 1998

By Barbara Hall
Time 2:11:53 AM

11151_1

END OF DOCUMENT

17126
AFFIDAVIT

BOOK 1926 PAGE 132

On this 1st day of April, 1997, before me personally appeared Delmar F Vincent, to me known and who being by me duly sworn on oath deposes and says as follows:

1. I am Delmar F Vincent, a registered land surveyor in the State of Missouri, R.L.S. #1869, acting as agent for Pickett, Ray & Silver, Inc., whose principal office is 333 Mid Rivers Mall Drive, St. Peters, Missouri 63376.
2. A scrivener's error occurred on the plat of The Villages at Dardenne - Bates Village, a subdivision as recorded in Plat Book 33, pages 352-356 of the St. Charles County Recorder's Office. The scrivener's error occurred in the third paragraph of the script, and it should be revised to read as follows:

The undersigned further designates these streets as utility easements for the purposes and to the entitles hereinafter set forth and further grants these and all other easements shown on this plat to the City of O'Fallon, Missouri, Missouri American Water Company, Union Electric Company, G.T.E., Duckett Creek Sanitary District (for sanitary sewers to service this site only), and to the cable company provider, their respective successors and assigns, as their interests may appear, for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities with the right of temporary use of adjacent ground not occupied by improvements for the excavation of and storage of materials during installation, repair, or replacement of said utilities, sewers, and drainage facilities, provided any such cable communication provider shall not be entitled to initially install any cable or equipment in this subdivision except upon prior written authorization by the undersigned developer.

Further affiant sayeth not.

PICKETT, RAY & SILVER'S CORPORATE
REGISTRATION NO. LS-54-d
By: Delmar F Vincent

Delmar F Vincent
Delmar F Vincent, R.L.S. #1869
STATE OF MISSOURI

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

On this 1st day of April, 1997, before me personally appeared Delmar F Vincent, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My term expires:

MICHELLE L. WEASE
NOTARY PUBLIC-STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES FEB., 5 1999

Notary Public

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

97 APR -2 PM 2:30

Barbara Hall
RECORDER OF DEEDS

UST MISC

1972 PAGE 1481

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGES AT DARDENNE - BATES VILLAGE

47908

THIS AMENDED AND RESTATED DECLARATION is made as of the 25th
day of August, 1997, by the entire Board of Directors of the Villages at
Dardenne Homeowners Association.

WITNESSETH:

WHEREAS, that certain tract of land in the County of St. Charles, Missouri, more particularly described on Exhibit A attached hereto and incorporated herein by reference commonly known as the Villages at Dardenne - Bates Village (the "Property") is subject to that certain Declaration of Covenants, Conditions, and Restrictions for The Villages at Dardenne, recorded in Book 1825, Page 1064, of the St. Charles County Recorder of Deeds (the "Villages Declaration"); and

WHEREAS, Article X, Section 4 of the Villages Declaration permits amendment of the Villages Declaration by a majority of a quorum of Directors at any time prior to election of the entire Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration; the entire Board is not yet elected by the Association and the entire Board of Directors desires to amend the Villages Declaration by amending and restating the same as hereinafter set forth.

NOW, THEREFORE, the entire Board of Directors declares that the Subdivision and any parts thereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions set forth in the following Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Villages at Dardenne (the "Declaration"), 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 Villages at Dardenne Homeowners Association - Bates Village, its successors and assigns.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

97 AUG 27 PH 4: 05

Barbara Hall
RECORDER OF DEEDS

3. "City" shall mean and refer to the City of O'Fallon, Missouri, a City of the Fourth Class pursuant to the laws of the State of Missouri.

4. "Common Area" or "Common Areas" shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, the area identified as Common Ground and Detention Basin Area as designated on the Plat and all other area described on the Plat as "Common Ground" or "Common Area". Common Area shall also not include those areas designated as "Master Common Area" under (i) that certain Master Declaration of Covenants, Conditions, and Restrictions for the Villages at Dardenne dated August 25, 1997 and recorded at Book 1972, Page 1563 of the St. Charles County Recorder of Deeds, or (ii) any deed of conveyance to the Master Association designating the property conveyed thereunder as Master Common Area.

5. "Declarant" shall mean and refer to Whittaker Construction, Incorporated, a Missouri corporation, and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development and the deed of conveyance designates the grantee as a Declarant.

6. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Villages at Dardenne, which supersedes and replaces the Villages Declaration in its entirety.

7. "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association, provided, if the Association is formed as a Limited Liability Corporation, then the same shall mean and refer to the Board of Managers of the Association.

8. "Dwelling" or "Dwellings" shall mean and refer to the residential dwellings, including, without limitation, single-family homes, cluster homes, townhouses, and/or villas constructed or to be constructed upon the respective Lots.

9. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time.

10. "Master Association" shall mean The Villages at Dardenne Master Homeowners Association, a Missouri Not-For-Profit corporation, its successors, and assigns.

11. "Master Common Area" shall mean (i) all areas labeled "Master Common Area" (if any) on the Subdivision Plat (as hereinafter defined) and improvements therein, as more fully set forth in the Master Declaration, or (ii) any area described in a deed of conveyance to the Master Association as Master Common Area.

12. "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions, as recorded in Book 1972, Page 1563, of the St. Charles County Recorder of Deeds' office, as the same may be amended from time to time.

13. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

14. "Plat" shall mean and refer to the plat of the Villages at Dardenne - Bates Village recorded in Plat Book 33, Page 352 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, which is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Area and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.

15. "Subdivision" shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.

16. "Village" shall mean and refer to the property encompassed in each separate plat in the Subdivision containing the designation "Village," including, without limitation, Villages at Dardenne - Bates Village.

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 the Plat.

2. Additions to Existing Property. The Declarant may cause additional property or properties to be made subject to this Declaration and become part of the

Subdivision by executing and recording an amendment to this Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The property or properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.

ARTICLE III

PROPERTY RIGHTS

1. Common Areas.

a. Obligations of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as 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. 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 utility, water, sewer, drainage and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:

- (i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (ii) the restriction that any Owner's voting rights and the right of such Owner, his family, guests and invitees to use the Common Areas, Master Common Areas and any improvements or recreational facilities therein shall be automatically suspended for any period during which any assessment against such Owner's Lot remains unpaid after the payment is due; and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

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

Under no circumstances whatsoever shall any Owner have a right or easement of view or sight over any part of the Common Area, Master Common Area, or any other Lot and to the extent any may be implied or created by this Declaration or by operation of law, then the same is expressly disclaimed. Each Owner and such Owner's family, guests and invitees shall use and exercise their 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.

c. Association Right to Grant Easements and Easement Over Lots.

The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Subdivision.

A perpetual, nonexclusive easement is hereby established in favor of the 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. Any such entry may be without notice to any such Owner and neither the Association, its Board, officers, agents, contractors, or employees shall be liable for trespass by exercising any such easement or right reserved hereunder.

d. Conveyance of Title. Subject to the provisions of this Declaration,

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes. All Owners, including Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.

3. Proxies. At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Declarant sells the last Lot in the Subdivision owned by Declarant to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President of the Association, a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

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

ARTICLE V

BOARD OF DIRECTORS

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

shall hold office for a term of one year and, in any event, until his successor shall be elected (or appointed, as the case may be) and qualified. Each Director shall be elected or appointed as follows:

(a) The first Board of Directors shall consist of Robert N. Whittaker, Sr., Robert N. Whittaker, Jr. and Gregory G. Whittaker, who shall serve and whose terms as Directors shall continue until new Directors are elected and appointed and qualified pursuant to subsection (b) of this Section 1 below;

(b) At the point in time at which fifty percent (50%) of the Lots are owned by Owners other than Declarant, then within ninety (90) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a special election for the Association through which one Director shall be elected by a majority vote of a quorum of Owners and the remaining two Directors shall be appointed by Declarant. The Directors elected and appointed pursuant to this subsection (b) shall serve as Directors until new Directors are elected and appointed and qualified pursuant to subsection (c) of this Section 1 below;

(c) At the point in time at which ninety-five percent (95%) of the Lots are owned by Owners other than Declarant, then within one hundred eighty (180) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a special election of the Association through which two Directors shall be elected by a majority vote of a quorum of Owners and the remaining Director shall be appointed by Declarant. The Directors elected and appointed pursuant to this subsection (c) shall serve as Directors until new Directors are elected and qualified pursuant to subsection (d) of this Section 1 below;

(d) At the point in time at which one hundred percent (100%) of the Lots are owned by Owners other than Declarant, then within thirty (30) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a meeting of the Association (be it a special meeting or the first annual meeting) at which all three Directors shall be elected by a majority vote of a quorum of Owners.

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

2. Election of Directors by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors may be conducted by mail. In order to conduct an election by mail, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and

requesting nominations for the Board of Directors. The notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations, the Board shall prepare a ballot containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice. The ballot shall have typed upon it the address of the Board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

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 term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.

4. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board shall be filled by the remaining Directors, 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.

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

or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

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

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

8. Actions without Meetings. Any action which is required to or may be taken at a meeting of the 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, unless expressly provided for in resolutions duly adopted by the Owners.

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

- (a) administer the affairs of the Association and of the Subdivision;
- (b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the

Owners, upon such terms and for such compensation and with such authority as the Board may approve;

- (c) formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable;
- (d) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;
- (e) provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, repair and replacement of street lights located within or adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), and maintenance, repair and replacement of improvements located within the Common Areas;
- (f) provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the collection and payment of any assessment pursuant to this Declaration or the Master 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 and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding and usage thereof;
- (l) receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;
- (m) make all contracts and incur all liabilities necessary, related or incidental to exercise the Board's power and duties hereunder;
- (n) dedicate any private streets, drives, walkways or rights-of-way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures;
- (o) comply with such instructions of Owners having a majority of a quorum of votes in the Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision;
- (p) obtain, in the Board's discretion, adequate liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;
- (q) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration;
- (r) purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;

- (s) enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same; and
- (t) exercise any and all other powers or acts as are authorized by the Declaration.

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

ARTICLE VI

BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (i) to the Association: (1) regular assessments and charges (including, without limitation, assessments for the improvement, betterment, upkeep, maintenance, repair and replacement of Common Area, Master Common Area [if delegated by the Master Association], and improvements therein) ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided, and (ii) to the Master Association: (1) regular master assessments and charges (including, without limitation, master assessments for the improvement, betterment, upkeep, maintenance, repair and replacement of Master Common Area, and improvements therein ("Master Assessments"), and (2) master special assessments ("Master Special Assessments") for capital improvements, such Master Assessments and Master Special Assessments to be established and collected as provided in the Master Declaration.

The Assessments, Special Assessments, Master Assessments, and Master Special Assessment together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same by the Association and/or Master Association, as the case may be, a continuing lien upon the Lot against which the Assessment, Special Assessment, Master Assessment, and Master Special Assessment is made. Each such Assessment, Special Assessment, Master Assessment, or Master Special Assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the same became due.

Notwithstanding the foregoing, no Assessments, Special Assessments, Master Assessments, or Master Special Assessments shall be charged against Lots owned by Declarant and Declarant shall have no obligation to pay Assessments, Special Assessments, Master Assessments, or Master Special Assessments relating to Lots owned by Declarant at any time.

2. Purpose of Assessment. The Assessments levied by the Association and Master Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement, betterment, maintenance, upkeep, repair and replacement of the Subdivision, the Master Common Area, and Common Areas, any recreational facilities constructed by Declarant or the Association for use by the Owners and otherwise to fulfill and perform the rights, duties, obligations and functions pursuant to this Declaration.

3. Establishment of Budget and Assessments.

A. 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) and, if the Master Board elects (in its sole discretion) for the Association to levy and collect the Master Assessments and/or Master Special Assessments the amount determined by the Board of Directors of the Master Association to be necessary for any expenses associated with or necessary or desirable for the operation of the Master Association (including, without limitation, any of the foregoing types of expenses) and the maintenance, betterment, upkeep, improvement, repair or replacement of the Master Common Area and any improvements located therein. 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 account.

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

C. Upon commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article II, 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 to the managing agent or as may be otherwise directed by the Directors.

D. 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.

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

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

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

6. Commencement of Annual Assessments. Each Owner shall pay his first annual Assessment upon the closing of the purchase of his 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 shall pay an initial set-up fee to be deposited with the Association which shall be in such amount as the Declarant shall determine but which shall be uniform for all Lot Owners.

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

Master Association in the Master Declaration, or at law or in equity to collect unpaid assessments levied by or on behalf of the Master Association against any Owner who is delinquent or against the Association itself, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot or the Common Area in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo.

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, Special Assessments, Master Assessments, or Master Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments, Special Assessments, Master Assessments, or Master 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, Special Assessments, Master Assessments, or Master Special Assessments as to payments which became due prior to such sale or transfer but shall not relieve the Owner of such Lot at the time of the levying of such Assessment, Special Assessment, Master Assessment, or Master Special Assessment, as the case may be, of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any Assessments, Special Assessments, Master Assessments, or Master Special Assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

COVENANTS AND RESTRICTIONS

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

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

(b) No building or garage shall be located closer than the permitted setback requirements established by the zoning and subdivision regulations applicable for the Subdivision within which the building or garage is located.

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

(d) Subject to any applicable municipal ordinances or regulations of the City with respect to any Lot lying therein, no 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 two-thirds (2/3) 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.

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

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

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

(h) No tank, bottle or container of fuel shall be erected, placed or permitted above the surface level of any Lot.

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

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

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

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

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

(n) Fences that receive the prior written approval of the Board of Directors may be erected on any Lot provided such fences are built of wood, wrought iron or PVC (in colors and style approved by the Board of Directors) and of a height of no greater than six feet (6'). Under no circumstances shall chain link fences be allowed upon any Lot in the Subdivision. No fence, wall, hedge or shrub planting higher than three feet (3') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) Each Dwelling must include at least a two-car garage, which must be attached to the Dwelling unless otherwise approved by the Directors. No more than one storage building or other outbuilding shall be permitted on any Lot and then only if the exterior material of such storage building or outbuilding coordinates with the exterior of the Dwelling and is approved by the Board of Directors.

(p) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not exceed three (3) in number per Dwelling on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City within which the applicable Village is located relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(q) Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, rafts, canoes, kayaks, jet skis, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, trucks or vans containing business identification (unrelated to the manufacturer of such truck or van or retail auto dealership that sold or leased the van or truck) or commercial messages on their exterior, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than two (2) passenger automobiles, licensed to the Owner of the Dwelling or a full-time resident thereof that are in operating condition.

(r) No owner, except Declarant, shall alter or change any water course or finished grade without the express, written approval of the Directors.

(s) No firearms, pellet or B.B. guns shall be discharged in the Subdivision.

(t) Satellite dishes shall not be installed, constructed or maintained on any Lot or on the exterior of any Dwelling or other improvement on any Lot without the prior written approval of the Board of the type, model, size, design, location, landscaping, appearance and other components thereof and related equipment therefor. Any satellite dish approved by the Board shall be installed in accordance with, and maintained in the condition described in, the plans and specifications approved by the Board therefor. Under no circumstances shall television or radio

antennas be permitted on any Lot or the exterior of any Dwelling or other improvement on any Lot.

ARTICLE VIII

1972 PAGE 1501

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. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
3. Temporary Construction Easement. Until the last Lot is sold and conveyed to an Owner other than the Declarant, the Master Common Area, Common Area, streets, and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Declarant, its employees, agents, contractors and subcontractors to enter upon and over the Master Common Area, Common Area, streets, and each such Lot for the purpose of grading and construction on such Lot and any adjoining Lots, Common Area and streets.

ARTICLE IX

EXTERIOR MAINTENANCE

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

the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors. The Directors or their agents, contractors, or employees shall not be held liable for any manner of trespass that might arise under this Article. The cost of such maintenance shall be added to and become part of the next Assessment to which such Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be entitled to all remedies provided in Article VI, Section 7 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

ARTICLE X

GENERAL PROVISIONS

1. Enforcement. The Association, the Directors, or any Owner, 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, the Directors or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.
3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of fifty (50) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years each unless an instrument signed by the then Owners having seventy-five percent (75%) of the votes in the Association has been recorded, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.
4. Amendment. This Declaration may be amended by a majority of a quorum of the Directors at any time prior to the election of the entire Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least seventy percent (70%) of the votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri.

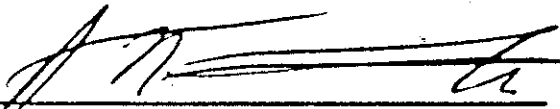
5. Reservation of Expenditures. Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, 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 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. In accordance with the terms of Article X, Section 6 of the Villages Declaration, the property legally described as Common Ground & Drainage Esmt Area "B" as shown on the plat of Villages at Dardenne - Bates Village recorded in Plat Book 33, page 352 of the St. Charles County Recorder of Deeds office ("Common Ground Area B") is hereby released from the Villages Declaration and this Declaration; Common Ground Area B is being transferred contemporaneously with this Declaration to the Master Association and in connection with that transfer being made subject to the Master Declaration.


7. Master Declaration. Each Lot within the Subdivision and each Owner shall be subject to and shall be entitled to the benefits and privileges provided by the Master Declaration.

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

VILLAGES AT DARDENNE HOMEOWNERS ASSOCIATION


Robert N. Whittaker, Sr., Director

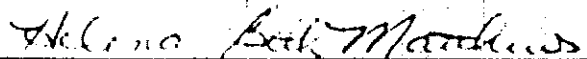

Robert N. Whittaker, Jr., Director


Gregory G. Whittaker, Director

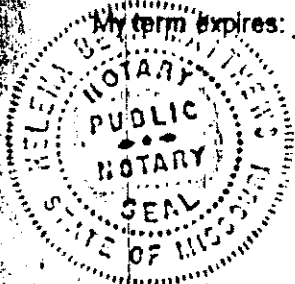
STATE OF MISSOURI)
) SS.
COUNTY OF ST. CHARLES)

On this 26th day of August, 1997, before me personally appeared ROBERT N. WHITTAKER, SR., ROBERT N. WHITTAKER, JR., and GREGORY G. WHITTAKER, to me personally known, who, being by me duly sworn, did state that they are all of the directors of THE VILLAGES AT DARDENNE HOMEOWNERS ASSOCIATION, a Missouri Not-For-Profit corporation, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors and said ROBERT N. WHITTAKER, SR., ROBERT N. WHITTAKER, JR., and GREGORY G. WHITTAKER acknowledge said instrument to be the free act and deed of said corporation.

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


Notary Public

My term expires: 10-23-99



BOOK 1972 PAGE 1505

CONSENT OF MORTGAGEE

The undersigned, FIRST BANK FSB, organized and incorporated under the laws of the State of Missouri, being the holder of the Deed of Trust, recorded in Book 1128, Page 1572, in the Office of the Recorder of Deeds for the County of St. Charles, Missouri, on the real estate forming the subject matter of the foregoing Declaration, hereby consents to the recording of said Amended and Restated Declaration and agrees that its said Deed of Trust shall be subject to the provisions of said Declaration and the exhibits appended thereto.

FIRST BANK FSB

By: [Signature]Its: Senior Vice PresidentDated: [Signature]

STATE OF MISSOURI)

COUNTY OF St Louis)

) SS.

On this 25th day of August, 1997, before me personally appeared Thomas J. Huffma to me personally known, who, being by me duly sworn, did state that he is the Senior Vice President of FIRST BANK FSB, organized under the laws of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Thomas J. Huffma acknowledges said instrument to be the free act and deed of said corporation.

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



PAUL A. LAKAMP
NOTARY PUBLIC - STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXPIRES NOV. 2, 2000

[Signature]
Notary Public

My term expires: _____

A tract of land being part of U.S. Survey 67 and U.S. Survey 3225, and part of Fractional Section 8, all in Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

BEGINNING at a point marking the southwest corner of Royallsprings Plat Four, as recorded in Plat Book 31, Page 396 of the St. Charles County, Missouri Records and being a point on the eastern line of property now or formerly of Dickherber Revocable Living Trust Agreement, as recorded in Book 1362, Page 967 of the said St. Charles County, Missouri Records; thence leaving the southwest corner of said Royallsprings Plat Four, along the southern line of said subdivision and along the southern line of Royallsprings Plat Three, as recorded in Plat Book 31, Pages 292 and 293, and the southern line of Royallsprings Plat Two, as recorded in Plat Book 31, Pages 193 and 194, and the southern line of Royallsprings Plat One, as recorded in Plat Book 31, Pages 70 and 71, of the said St. Charles County, Missouri Records, South 58°41'00" East, a distance of 1623.78 feet to a point; thence leaving the southern line of said Royallsprings Plat One, South 00°12'00" East, a distance of 2198.14 feet to a point on the northern right-of-way line of Highway "N" (variable width); thence along said right-of-way line the following courses: North 84°51'22" West, a distance of 588.28 feet to a point of curvature; thence along a curve to the right, having a radius of 543.69 feet, an arc distance of 329.59 feet, a chord of which bears North 67°29'22" West, a chord distance of 324.56 feet to a point of tangency; thence North 50°07'22" West, a distance of 446.81 feet to a point of curvature; thence along a curve to the left, having a radius of 985.37 feet, an arc distance of 306.64 feet, a chord of which bears North 59°02'16" West, a chord distance of 305.41 feet to a point; thence North 62°39'26" West, a distance of 50.47 feet to a point; thence North 73°56'51" West a distance of 51.47 feet to a point, said point marking the intersection of the northern right-of-way line of Highway "N" with the eastern line of the aforementioned Dickherber Revocable Living Trust property; thence leaving said right-of-way line, along the eastern line of said Dickherber Revocable Living Trust property the following courses: North 09°25'10" East, a distance of 975.97 feet to a point on the southern line of U.S. Survey 67; thence along the southern line of said U.S. Survey 67 North 58°34'18" West, a distance of 735.58 feet to a point marking the southwest corner of said U.S. Survey 67; thence leaving said point along the western line of said U.S. Survey 67 North 32°22'23" East, a distance of 1228.70 feet back to the POINT OF BEGINNING and containing 3,988,134 square feet or 91.55 acres more or less,

EXCEPTING THEREFROM the property legally described as Common Ground & Drainage Esmt Area "B" as shown on the plat of Villages at Dardenne - Bates Village recorded in Plat Book 33, page 352 of the St. Charles County Recorded of Deeds office,

AND EXCEPTING THEREFROM the property legally described on the attached Exhibit A-2.

DESCRIPTION
50.59 ACRES

PG. 1372 PAGE 1507

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at a point marking the northeast corner of Lot 16 of the Old Dardenne Tract as recorded in Book P-2, Page 634 of the St. Charles County Missouri Records and being a point on the eastern line of U.S. Survey 1669; thence leaving said corner along the eastern line of said Old Dardenne Tract and being the eastern line of said U.S. Survey 1669, North 25°43'46" West, a distance of 4701.81 feet to a point marking the northeast corner of Lot 30 of said Old Dardenne Tract; thence leaving the eastern line of said U.S. Survey 1669 along the northern line of Lots 27, 28, 29 and 30 of the said Old Dardenne Tract, South 64°46'14" West, a distance of 3811.34 feet to a point on the centerline of Henning Road, 30 foot wide, and being a point on the western line of said U.S. Survey 1669 and the eastern line of U.S. Survey 1641; thence leaving the centerline of said Henning Road and the western line of said U.S. Survey 1669 through U.S. Survey 1641, South 64°46'14" West, a distance of 15.90 feet to a point on the western right-of-way line of said Henning Road and being the eastern line of property now or formerly of Clarence and Margaret Raup as recorded in Book 446, Page 700 of the St. Charles County Missouri Records; thence along said right-of-way line, South 05°50'57" East, a distance of 1171.54 feet to a point marking the southeast corner of said Raup property and being the POINT OF BEGINNING of the herein described tract of land; thence leaving said right-of-way line along the southern line of said Raup property and being the northern line of property now or formerly of Victor and Marjorie Faron as recorded in Book 701, Page 370 and the northern line of property now or formerly of Robert R. and Virginia C. Lall as recorded in Book 835, Page 251, North 84°37'48" West, a distance of 1322.51 feet to a point; thence leaving said point along the western line of said Raup property and the eastern line of the aforementioned Lall property and the eastern line of property now or formerly of James C. and Norma M. Stoltz as recorded in Book 1690 Page 694, North 04°32'58" East, a distance of 1927.05 feet to a point marking the northwest corner of said Raup property and being a point on the southern line of property now or formerly of Beverly Joan Munson as recorded in Book 1593, Page 309 of the said St. Charles County Missouri Records; thence along the northern line of said Raup property and the southern line of said Munson property and the southern line of property now or formerly of Dorothy Springmeyer as recorded in Book 1096, Page 910 of the said St. Charles County Missouri Records, South 84°16'02" East, a distance of 969.14 feet to a point on the western right-of-way line of the aforementioned Henning Road; thence along said western right-of-way line, South 05°50'57" East, a distance of 1958.13 feet back to the POINT OF BEGINNING and containing 2,203,668 square feet or 50.59 acres more or less.

END OF DOCUMENT

THE VILLAGES AT DARDENNE HOMEOWNERS ASSOCIATION -

BATES VILLAGE

BYLAWS

(Incorporated under the Laws of Missouri)

Adopted: August 27, 1997

TABLE OF CONTENTS

	<u>Pages</u>
<u>ARTICLE I. DEFINITIONS</u>	1
<u>ARTICLE II. OFFICES</u>	1
Section 1. Principal Office	1
Section 2. Registered Office	1
<u>ARTICLE III. PURPOSES</u>	1
<u>ARTICLE IV. MEETING OF MEMBERS</u>	1 - 3
Section 1. Annual Meetings	2
Section 2. Special Meetings	2
Section 3. Notice of Meetings	2
Section 4. Quorum	2
Section 5. Proxies	2 - 3
Section 6. Election of Directors by Mail	3
<u>ARTICLE V. BOARD OF DIRECTORS</u>	4 - 8
Section 1. Powers	4 - 6
Section 2. Duties	6 - 7
Section 3. Number and Qualifications	7
Section 4. Election and Terms of Office	7 - 8
Section 5. Vacancies	8
Section 6. Compensation	8
Section 7. Resignation	8
<u>ARTICLE VI. MEETINGS OF BOARD OF DIRECTORS</u>	8 - 10
Section 1. Regular Meetings	8 - 9
Section 2. Special Meetings	9
Section 3. Notice	9
Section 4. Quorum	9

	<u>Pages</u>
Section 5. Adjournment	9 - 10
Section 6. Voting	10
Section 7. Meetings by Conference Telephone	10
Section 8. Actions Without Meetings	10
 <u>ARTICLE VII. COMMITTEES</u>	 10 -12
Section 1. Executive Committee	10 -11
Section 2. Other Committees	11
Section 3. Term of Office	11
Section 4. Chairman	11
Section 5. Vacancies	11
Section 6. Quorum	11
Section 7. Rules	12
 <u>ARTICLE VIII. OFFICERS</u>	 12 -14
Section 1. Officers	12
Section 2. Election and Term of Office	12
Section 3. Removal and Resignation	12
Section 4. Vacancies	12
Section 5. President	13
Section 6. Vice-President	13
Section 7. Treasurer	13
Section 8. Secretary	14
 <u>ARTICLE IX. FISCAL AUTHORITY</u>	 14 -15
Section 1. Contracts	14
Section 2. Checks, Drafts, Etc.	14
Section 3. Deposits	14
Section 4. Gifts	14
Section 5. Fiscal Year	15
 <u>ARTICLE X. BOOKS AND RECORDS</u>	 15
 <u>ARTICLE XI. WAIVER OF NOTICE</u>	 15

ARTICLE XII. INDEMNIFICATION OF DIRECTORS
AND OFFICERS

15 -16

ARTICLE XIII. AMENDMENTS

16

- Section 1. Amendments by Members
- Section 2. Conflicts

16

16

CERTIFICATE

16

BYLAWS
OF
THE VILLAGES AT DARDENNE HOMEOWNERS ASSOCIATION -
BATES VILLAGE

ARTICLE I DEFINITIONS

The terms defined in the Declaration of Covenants, Conditions and Restrictions for The Villages at Dardenne Homeowners Association - Bates Village, dated as of August 25, 1997, and recorded in the Office of the Recorder of Deeds for the County of St. Charles, Missouri, Book 1972, Page 1481 shall apply in these Bylaws.

ARTICLE II OFFICES

Section 1. Principal Office.

The initial principal office of the corporation in the State of Missouri shall be located at 355A Mid Rivers Mall Drive, St. Peters, Missouri 63376. The principal office may be relocated and the Association may have such other offices within the State of Missouri as the Board of Directors may determine or as the affairs of the Association may require from time to time.

Section 2. Registered Office.

The Association shall have and continuously maintain in the State of Missouri a registered office, and a registered agent whose office is identical with such registered office, as required by The Nonprofit Corporation Law of the State of Missouri. The registered office may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III PURPOSES

The purposes of the Association shall be those nonprofit purposes stated in the Articles of Incorporation of the Association, as amended from time to time.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at such time as the Directors deem appropriate, but in any event within sixty days after the closing of the sale by Developer of the last Lot in the Subdivision, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 6:00 P.M., provided, the Board may, at its option, reschedule such meeting for such other date, hour or place as the Board shall select by giving notice to the Members. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Subject to the provisions of the Nonprofit Corporation Law, special meetings of the Members may be called at any time by the President, a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, 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 ten (10) nor more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes of the meeting.

Section 4. Quorum. The presence at any meeting of the Association of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. 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 Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the giver of the proxy of such proxy giver's Lot.

Section 6. Election of Directors by Mail. Notwithstanding any provision of the Declaration or Bylaws to the contrary, elections of persons to the Board of Directors may be conducted by mail. In order to conduct an election by mail, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. The notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations, the Board shall prepare a ballot containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice. The ballot shall have typed upon it the address of the Board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days nor later than twenty (20) days after the mailing of the ballots to the Owners. The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominee(s) by marking the ballot, the Owner(s) shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and the results shall be announced to the Owners by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owners at the addresses of the Owners then on file with the Association.

ARTICLE V BOARD OF DIRECTORS

Section 1. Powers.

The property 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, the Articles of Incorporation of the Association or these Bylaws, 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 or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that:

(a) The Board of Directors shall not authorize or permit the Association to engage in any activity not permitted to be transacted by the Articles of Incorporation of the Association or by a corporation organized under The Nonprofit Corporation Law of the State of Missouri;

(b) None of the powers of the Association shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Association; and

(c) All income and the property of the Association shall be applied exclusively for its not-for-profit purposes. No part of the net earnings or other assets of the Association shall inure to the benefit of any director, officer, contributor or any other private individual having, directly or indirectly, a personal or private interest in the activities of the Association. Without limiting the generality of the foregoing, the Board of Directors may:

(1) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, to establish penalties for the infraction thereof and enforce the same;

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

(3) exercise for the Association all powers, duties and authority vested in or delegated to this Association by these Bylaws, the Articles of Incorporation, the Declaration or otherwise, subject only to any reservation to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

(5) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(6) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(7) to formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements;

(8) 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);

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

(10) exercise control over the easements, streets, drives, walkways and rights of way, as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, walkways and rights of way including the right (to themselves and to others to whom they grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, walkways, rights of way, such street lights, sewers, pipes and poles, wires and other facilities and public utilities as may be necessary for service to the Dwellings within the Subdivision;

(11) dedicate the private streets, drives, walkways, or rights of way, or any portion or portions thereof to appropriate public agencies and to vacate or abandon easements in accordance with applicable legal procedures upon the agreement of a majority of the Directors that such dedication, vacation or abandonment is in the best interest of the Owners;

(12) negotiate with appropriate public agencies for the acquisition of Common Area by eminent domain and to execute deeds and other instruments necessary to convey the property. Should acquisition by eminent domain become necessary, only the Association need be made a party and any proceeds received shall be held by the Directors for the benefit of those entitled to the use of the Common Area;

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

(14) provide lights on streets, parks, gateways, entrances, Common Area and other public or semi-public places; to erect and maintain signs for the marking of streets; to erect, maintain and replace fences on Common Area; to repair, maintain, repave, reconstruct, and clear streets, roads, lanes, and pedestrian ways and to clear streets, gutters, sidewalks, and pedestrian ways;

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

(16) exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors or by Owners as a group and all powers and duties of the Board of Directors as stated in the Declaration and these Bylaws; and

(17) enforce the Declaration, and any and all other restrictions governing the Properties and to take any and all necessary steps to secure the enforcement and compliance of the same.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members totaling one-third (1/3) of the votes in the Association;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If

a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) elect the officers of the Association as hereinafter provided;

(f) administer the affairs of the Association and of the Subdivision; and

(g) comply with the instruction of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, provided the same does not violate the provisions of the Declaration, these Bylaws or the Articles of the Association.

Section 3. Number and Qualifications.

The number of the first Board of Directors of the Association shall be three (3). The number of Directors may be changed from time to time, by amendment to these Bylaws duly made.

Section 4. Election and Terms of Office.

Each Director named in the Articles of Incorporation of the Association shall hold office (unless sooner removed and replaced by the Developer or disqualified) as set forth in Article Four and Five of the Declaration. Any Director whose term is about to expire may be elected to succeed himself. After each election of a new Board of Directors, the meeting shall continue as a meeting of the new Board of Directors, for the purpose of electing officers and transacting such other business as may be presented to the meeting; no notice need be given to such newly elected directors who are present at such a meeting or who sign waivers of notice thereof.

Section 5. Vacancies.

Except as provided in the Declaration, any vacancy occurring in the Board of Directors shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall serve until the next annual meeting of the Board of Directors and until such Director's successor shall be duly elected and commences such successor's term of office.

Section 6. Compensation.

Directors as such shall not receive any stated salaries 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 actual expenses reasonably incurred in attending meetings and in rendering services to the Association in the administration of its affairs.

Section 7. Resignation.

Any Director may resign from the Board of Directors of the Association; such resignation shall be in writing and shall be effective immediately or upon its acceptance by the Board of Directors of the Association, as such resignation shall provide.

ARTICLE VI MEETINGS OF BOARD OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held without other notice at such place and hour as may be fixed by resolution of the Board, for the transaction of such business as shall come before such meeting. If the day fixed for any such meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 2. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of a majority of the Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Missouri, and the time for holding any special meeting of the Board called by them.

Section 3. Notice.

Notice of any special meeting of the Board of Directors shall be given at least forty-eight (48) hours previously thereto by written notice delivered personally or sent by mail or telegraph to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 4. 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.

Section 5. Adjournment.

If a quorum shall not be present at any such meeting, the Directors present shall have the power, successively, to adjourn the meeting, without notice other than announcement at such meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of such meeting.

Section 6. Voting.

Each Director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for vote of the Directors.

Section 7. Meetings by Conference Telephone.

Unless otherwise provided in the Articles of Incorporation of the Association, Directors of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

Section 8. Actions Without Meetings.

Any action which is required to or may be taken at a meeting of the Board of Directors or of the Executive Committee or any other committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Directors of the Board of Directors or of the committee, as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee, as the case may be.

ARTICLE VII COMMITTEES

Section 1. Executive Committee.

The Board of Directors shall have the power to designate an Executive Committee, by resolution adopted by a majority of the Directors in office. The Executive Committee, to the extent provided in a resolution of the Board of Directors, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Association; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The Executive Committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees.

Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Directors of the Board of Directors, and the President of the Association shall appoint the Members thereof. Any member thereof may be removed by the Board of Directors of the Association whenever in its judgment the best interests of the Association shall be served by such removal.

Section 3. Term of Office.

Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman.

One member of each committee shall be appointed chairman by the Board of Directors of the Association.

Section 5. Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority thereof present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VIII OFFICERS

Section 1. Officers.

The officers of the Association shall be a President, a Vice-President (who shall at all times be a member of the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office.

Initially, the officers of the Association shall be elected by the Board of Directors named in the Articles of Incorporation of the Association at the first meeting of that body, to serve at the pleasure of the Board of Directors of the Association until the first annual meeting of the Association and until their successors are duly elected. New offices may be created and filled at any meeting of the Board of Directors.

Section 3. Removal and Resignation.

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of

receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President.

The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed and shall co-sign all checks and promissory notes, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and in general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President.

In the absence of the President or in event of the President's inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to such Vice-President by the President or by the Board of Directors.

Section 7. Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; shall sign all checks and promissory notes of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies and

other depositories as shall be selected in accordance with the provisions of Article IX of these Bylaws; keep proper books of account; shall prepare an annual budget and statement of income and expenditures to be presented at the annual meeting of the Association; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

Section 8. Secretary.

The Secretary shall keep the votes and minutes of the meetings of the Board of Directors and the Association in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the corporate seal of the Association, if any, and see that the corporate seal of the Association is affixed to all documents requiring such seal, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each Director and member which shall be furnished to the Secretary by such Director and member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

ARTICLE IX FISCAL AUTHORITY

Section 1. Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by the Treasurer and co-signed by the President of the Association unless otherwise determined by resolution of the Board of Directors.

Section 3. Deposits.

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts.

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

Section 5. Fiscal Year.

The fiscal year of the Association shall be a calendar year. The Board of Directors shall have the power to change the fiscal year of the Association, from time to time, which shall become the taxable year of the Association upon the approval of the Internal Revenue Service.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Association, its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Directors. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. Copies of the Declaration, the Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member of the Association at the Association's principal office at any reasonable time, where copies may be purchased at reasonable cost.

ARTICLE XI WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of The Nonprofit Corporation Law of the State of Missouri, or under the provisions of the Bylaws of the Association, a waiver thereof whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII INDEMNIFICATION OF DIRECTORS AND OFFICERS

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 against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of, any action, suit, proceeding or claim in which he is made a party by reason of his 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 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 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 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 not be qualified to 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 as Director or officer with respect to any matter within the scope of his official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his duties as Director or officer.

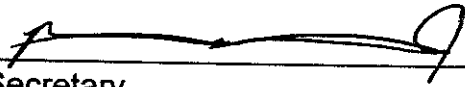
ARTICLE XIII AMENDMENTS

Section 1. Amendments By Members. These Bylaws may be amended by a majority of the Board of Directors at a duly called meeting of the Directors or, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, or through an election by mail.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

CERTIFICATE

The foregoing Bylaws were duly adopted as and for the Bylaws of The Villages at Dardenne Homeowners Association - Bates Village by the Board of Directors of said Association at its initial meeting held on August 27, 1997.


Secretary