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Recorder of Deeds

St. Charles County, Missouri

BY: JHICKS

Document: CORRECTION TO THE
THIRD AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE VILLAGES AT DARDENNE - PRAIRIE
VILLAS, ST. CHARLES COUNTY, MISSOURI

Dated: November 16, 2009

Grantor: VILLAGES AT DARDENNE - PRAIRIE VILLAS

Grantee: VILLAGES AT DARDENNE - PRAIRIE VILLAS

Recorded: ORIGINALLY RECORDED IN BOOK 1980, PAGE 476 AND AS
AMENDED AND RESTATED FULLY IN BOOK 2974, PAGE 1759 OF
THE ST. CHARLES COUNTY RECORDS AND AS AMENDED IN
BOOK 4545, PAGE 1522 AND AS AMENDED AND RESTATED
AGAIN IN BOOK 4846 PAGE 1189



**CORRECTION TO THE
THIRD AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES AT DARDENNE - PRAIRIE VILLAS
ST. CHARLES COUNTY, MISSOURI**

THIS CORRECTION TO THE THIRD AMENDMENT AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT DARDENNE - PRAIRIE VILLAS is made and entered into the Unit Owners of the Villages at Dardenne - Prairie Villas (hereinafter "Prairie Villas") as follows:

WHEREAS, Prairie Villas is a residential subdivision located in the County of St. Charles, State of Missouri and which is part of the larger residential complex known as the Villages at Dardenne;

WHEREAS, Prairie Villas is subject to both a master indenture, declaration of covenants, conditions and restrictions for the Villages at Dardenne, recorded in Book 1825, Page 1064 of the St. Charles County Records as well as a Sub-Indenture specifically for the Villages at Dardenne - Prairie Villas and which is set forth in Book 1980, Page 476, and as amended and restated fully in Book 2974, Page 1759 and again amended in Book 4545, Page 1522 of the St. Charles County Records (hereinafter "Indenture");

WHEREAS, Article XIV of the Indenture provides in part that the covenants and restrictions of this Declaration maybe modified, amended or changed by instrument approved by vote or agreement of a majority of the owners of the Association voting upon such Amendment, signed by the President of the Board, and recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri;

WHEREAS, by Instrument dated September 20, 2007, the then President of the Villages at Dardenne - Prairie Villas, the governing body of Prairie Villas, and as attested by its then secretary, did certify that a majority of the owners in the Association, voted in the affirmative to further amend the Indenture and, for the sake of clarity, did restate in full the Indenture as the Third Amendment and Restatement which was recorded in Book 4846, Page 1189.

WHEREAS, the current Board of Director here in 2009 have discovered that a Scrivener's Error occurred in 2007 in that the first full paragraph of Article IX, EXTERIOR MAINTENANCE, (page 24) which was recorded in by Instrument dated September 20, 2007 in Book 4846, Page 1189 is not what was voted upon and approved by the Association and therefore the current Board of Directors now take the following actions to correct and properly record what the Association approved in 2007. Again, for the sake of clarity, the Board of Directors hereby restates the entire Third Amended Declaration in its entirety.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for The Villages at Dardenne - Prairie Villas, shall read as follows:

ARTICLE I

1. "Association" shall mean the Villages at Dardenne Homeowners Association -Prairie Villas, a Missouri Not-For-Profit Corporation, its successors and assigns.
2. "Board of Directors" or "Directors" shall mean the Board of Directors of the Association.
3. "Common Area" shall mean all real property (including the improvements thereto) presently or hereafter owned by the Association, in trust, for the common use, benefit and enjoyment of the Owners (as hereinafter described), subject, however, to the uses, reservations, limitations, easements, conditions, and restrictions hereinafter provided in this Declaration. The Common Area to be owned in trust by the Association for the benefit of the Owners at the time of the conveyance of the first Unit (as hereinafter defined) is more particularly described on the Subdivision Plat (as hereinafter defined). The Common Area may be expanded from time to time as provided in Article IX, herein below.
4. "Declarant" shall mean the Board of Directors of the Association and its successor and assigns.
5. "Developer" shall mean Whittaker Construction, Inc., a Missouri corporation, and all of its past or present subsidiaries and partnerships.
6. "Golf Course" shall mean The Links at Dardenne Golf Course, located adjacent to the Subdivision and being developed under separate ownership concurrently with the Subdivision.
7. "Master Association" shall mean the Villages at Dardenne Master Homeowners Association, a Missouri Not-For-Profit corporation, its successors and assigns.
8. "Master Common Area" shall mean 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 (as hereinafter defined).
9. "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.
10. "Member" shall mean an Owner in such Owner's capacity as a member of the Association as provided in Article IV.
11. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties (as hereinafter defined), except that, where a Unit is being sold on a contract for deed and the contract vendee is in

possession of the Unit, then the vendee and not the vendor shall be deemed the "Owner."

12. "Properties" shall mean the Property and such annexations and additions thereto, including, without limitation, the Future Development Area, as may hereafter be subjected to the Declaration and the Common Area therein brought within the ownership or jurisdiction of the Association pursuant to the provisions hereof.
13. "Residence" or "residences" shall mean the single-family townhouses, villas or cluster homes constructed upon land located within the Properties.
14. "Subdivision Plat" shall initially mean the Plat of the Villages at Dardenne - Road Dedication and Easement Plat, which plat subdivides part of the Proposed Development Area by establishing certain roads thereon and also creates certain utility easements, the original of which has been filed of record with the Declaration in Plat Book 34 Page 257-259 in the Recorder of Deeds office for the County of St. Charles, Missouri, incorporated herein by reference, and shall include any subsequent plats of the properties.
15. "Subdivision" shall mean and refer to the Villages at Dardenne - Prairie Villas subdivision, as shown on the Subdivision Plat, together with such additional tracts of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.
16. "Unit" shall mean the separately designated and numbered area shown upon any subdivision Plat (as hereinafter defined) of the Properties (as hereinafter defined).

ARTICLE II BOARD OF DIRECTORS

1. Number and Term: The Board of Directors of the Association, shall, except as otherwise provided for herein, consist of three (3) persons. Beginning, with the Board elected during the 2002 annual meeting, the Directors shall serve staggered terms, with one (1) director holding office for one (1) year, one (1) director holding office for two (2) years, and one (1) director holding office for three (3) years. The person receiving the most votes on the ballot shall serve a three (3) year term, the person with the second most votes will serve a two (2) year term and the person receiving the third most votes will serve a one (1) year term. The new Board shall effect three (3) officers. They will be president, vice-president and secretary.
2. Each year thereafter, one Board of Directors position shall be vacated and a successor elected or appointed as the case may be. Each newly elected Director shall then serve a three (3) year term. The Board of Directors may serve consecutive terms.
3. 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 Unit to the Owner(s) of such Unit, 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 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 not 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 Unit to the Owner(s) of such Unit, 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.

4. Qualifications: Except for Directors appointed by the Declarant, the 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.
5. 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 the Owners called for such purpose or by mail as set for in Section 2 above.
6. Meetings: An annual meeting of the Directors shall be held immediately following the annual meeting of the 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.

7. Removal: Except for the Directors appointed by the Declarant, any Director may be removed from office by Owners having two-thirds of the votes in the Association.
8. 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 Developer is appointing any Directors, the presence of at least one Developer-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.
9. 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.
10. Compensation: Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.
11. 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 see 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 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 rule 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 way (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 officer 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 Units;
- (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;

- (i) 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 right-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;
12. 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 deeds of trust on any Unit, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Directors may determine.

ARTICLE III PROPERTY RIGHTS

1. Owner's Easements. Each Owner and each Owner's family, guests and invitees shall have:

(A) an exclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Area, which easement shall include, without limitation, (i) the right of access to and from, and use of, such Common Area; (ii) the right of portions of the Residence constructed on land within a Unit in the Subdivision and the fixtures belonging to such Residence to encroach on such Common Area adjacent to such Unit, such portions of the Residence to include, as illustration, but not as a limitation, wing walls, eaves, sills, gutters, downspouts, bay windows, decks, patios, porches and air conditioners. Such encroachment easement shall include the right of encroachment for (1) all portions of the Residence and fixtures thereof encroaching on the Common Area as of the date the Unit is conveyed to the applicable Owner by the Declarant, and (2) all encroachments thereafter approved by the Association in accordance with Article VI of this Declaration; and

(B) an exclusive right and easement of ingress and egress over, across and upon such portion of the Future Development Area over which the driveway appurtenant to each Owner's Unit may be constructed, if any. Such driveway easement shall be appurtenant to such Owner's Unit and run with the land, regardless of whether such portion of the Future Development Area is subjected to this Declaration.

The foregoing rights and easements shall be appurtenant to and shall pass the title to each Unit that is part of the Properties, shall not be severable therefrom, and shall be subject to (i) the rights of the Declarant and the Association as set forth in the Declaration; (ii) the right of each Owner and such Owner's family, guests and invitees, to use that part of the Common Area as may be reasonably necessary for ingress and egress to such Owner's Unit; (iii) the easements, uses, limitations, conditions, reservations and restrictions provided in this Declaration; (iv) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the dedication or conveyance of all or any part of the Common Area, 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; (v) the limitation and restriction that the use and enjoyment of those improvements located in the Common Area that benefit or serve one particular Unit alone may be used or enjoyed by the Owner of such Unit and such Owner's family, guests, invites (for example, without limiting the foregoing statement, the

- driveway, porch and patio attached to a Unit).
2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area.
 3. Use of Easements. Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Area 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.
 4. Association Right to Grant Easements and Association's Easements Over Properties and Common Area. The Association shall have the right to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary for the proper operation of the Properties. A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns to enter onto the Common Area for the purpose of performing repairs or doing other work reasonably necessary for the proper maintenance of the Common Area and structures therein, including, without limitation, snow removal, driveway maintenance and repair, landscaping and lawncare. Each property and Residence shall be subject to a perpetual easement in gross in favor of the Association, its successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary or desirable, in the sole opinion of the Board of the Association, to enter a Residence or Property to maintain, service, improve, repair, or replace any improvements, landscaping, or equipment, then the employees, agents and contractors and their respective agents, subcontractors, and employees shall be entitled to enter in, upon or about the Property and Residence for such purpose. The Association shall specifically have the authority to enter any Residence or Property for the fulfillment of its obligations and duties required herein, including, without limitation, repairing, maintaining, servicing, improving, or replacing the roof, gutters, siding or exterior brick, drives, porches, patios and sidewalks thereof or any pipes or wiring therein that serve more than one Residence or Property. Under no circumstances shall the Association be responsible for maintaining, servicing, improving, or replacing any equipment or improvements within or about any Residence that only serve that Residence, including, without limitation, the air condition, heating, plumbing, hot water heaters, wiring and electrical systems thereof. The responsibility for maintaining, repairing and replacing any equipment or improvements within or about any Residence that serve only that Residence shall be the sole responsibility of the particular Owner receiving the sole service of such equipment or improvement. To the extent that any such equipment or improvements are covered by an insurance policy maintained by the Association, the relevant Owners) shall be responsible for the payment of the deductible amount under said policy and the Association shall apply the policy's proceeds to any repair or replacement.
 5. Utility Easements. Easements for installation and maintenance of utilities and drainage



facilities are reserved as shown on the Subdivision Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area shown on the Subdivision Plat and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. In the event that any utilities and connection therefor serving a Unit are located in part on a Plat other than the Plat on which the Unit being served by such utilities and connections is located, the utility company, the Owner of the Unit being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Common Area located on the Plat in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

6. Temporary Construction Easement. Until the last Unit in the Proposed Development Area is sold and conveyed to an Owner other than a Developer, the Common Area shall be subject to an easement allowing Developer, its employees, agents, contractors and subcontractors to enter upon and over such portion of the Common Area for the purpose of grading and construction on the Common Area and Master Common Area.
7. Conveyance of Title. Title to the Common Area shall be conveyed to the Association no later than the date on which Directors are elected by the Owners. Upon termination of the Declaration, title to the Common Area in each Subdivision Plat shall vest in the Owner of the Unit located therein, subject to the easements created by this Declaration and the Subdivision Plat.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Unit that is within the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.
2. Votes. All Owners, including Developer with respect to unsold units, shall be entitled to one vote in the Association for each Unit owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Unit. If any Owners consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consists of only one person because only one vote is associated with each unit.
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 Unit.

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 Developer sells the last Unit in the Subdivision owned by Developer 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 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 Unit 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 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-third (1/3) 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 the business may be conducted at said second meeting if at least one-third(1/3) of the Owners attend in person or by proxy.

ARTICLE V ASSESSMENTS

1. Creation of the Subdivision Lien. Each Owner of a Unit 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 (3) assessments for remedies of the Association, 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, 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 Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Unit 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 Unit against which the Assessment, Special Assessment, Master Assessment, and Master Special Assessment is made. Each such assessment, Special Assessment, Master Assessment, and 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 Unit at the time the same became due. Notwithstanding the foregoing, no Assessments, Special Assessments, Master Assessments, or Master Special Assessments shall be charged against Units owned by Declarant and Declarant shall have no obligation to pay Assessments, Master Assessments, or Master Special Assessments relating to Units 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 Developer has transferred control of the Subdivision pursuant to Article II, Section 1 hereof, the Owners of each Unit, shall pay, on or before the 1st day of each Assessment year, as such Unit's respective annual Assessment, such Unit'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 Developer 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 of 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 Unit 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 Unit shall pay, as the respective annual Assessment for such Unit, such Unit'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 Unit showing the respective Assessments charged to and paid by the Owners of such Unit, 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 Unit shall be furnished a statement of the respective account for such Unit 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 Units 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 Unit, 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 Unit from the Developer shall pay an initial set-up fee to be deposited with the Association which shall be in such amount as the Developer shall determine but which shall be uniform for all Unit 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 Unit 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 Unit remains unpaid after the date the same is due. No Owner may waive or otherwise escape liability for Assessments, Special Assessments, Master Assessment, and Master Special Assessment established herein by non-use or abandonment of such Owner's Unit, 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 Unit or the Common Area in like manner as a mortgage on real estate or a power of sale under Chapter 44 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 Unit. Sale or transfer of any Unit shall not affect the liens for Assessments, Special Assessments, Master Assessments, or Master Special Assessments; however, the sale or transfer of any Unit 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 Unit 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 Unit from liability for any Assessments, Special Assessments, Master Assessments, or Master Special Assessments thereafter becoming due or from the lien thereof.
10. Auditing. All financial records of the Prairie Villas will be audited annually by an independent auditor to be selected by the Board of Directors.

ARTICLE VI
USE AND OTHER RESTRICTIONS

The use of each Unit, the easements reserved in this Declaration, and all Common Area are subject to the restrictions hereof, and each restriction, as set forth below and elsewhere in the Declaration, runs with the land and is perpetual and appurtenant to the Properties.

(A) No Unit shall be used for any business or commercial purpose, and each Unit 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) Units or portions of Units may be used by Developer for temporary offices, display or model homes and/or entrance monuments, provided however, that in no event shall any Unit 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 trash, rubbish, or garbage container or receptacle shall be stored outside of any Unit. All Owners shall acquire and use covered trash containers. Covered trash containers shall not be placed curbside earlier than dusk the day prior to the day(s) of pick-up. All trash, rubbish, or garbage must be contained so as not to leave the Owner's Unit and/or Residence as the result of adverse weather prior to pick-up. If any trash, rubbish or garbage remains after pick-up, the Owner shall be responsible for removing any remaining trash, rubbish or garbage and storing the same until the next pick-up date.

If an Owner desires to dispose of an irregular or large item e.g., appliances or furniture, said Owner must give prior notice to one of the three (3) Directors. After notification, the Director shall instruct the Owner on the proper procedures for disposing of said irregular or large item.

(C) No Owner shall do anything that would increase the rate of insurance on the such Owner's Unit, the improvements thereon, or on any other Unit or improvement.

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

(E) Each Owner shall, as necessary, repair, maintain, replace, or clear at such Owner's sole expense each and every gas, sewage, and water lateral line on or servicing only such Owner's Unit.

(F) No structure of a temporary or permanent nature including but not limited to, a trailer, motor vehicle, tent, shack, shed or garage, shall be erected, constructed or deposited on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.



Provided, however, that the Board of Directors may deem necessary, after an affirmative vote of all Owners present at a meeting having a quorum, to erect or construct a storage facility or facilities for equipment or supplies utilized for maintenance of the Common Elements. The Board shall endeavor to minimize said structure's impact on the health, safety and welfare of all the Owners.

- (G) No sign of any kind shall be displayed to the public view on any Unit or the Common Area except (i) one sign of not more than five square feet may be placed thereon for each Unit that may be for sale, (ii) one sign of not more than one square foot warning people of dangerous animals located in the Residence, and (iii) one sign not exceeding one square foot notifying people of the presence of an alarm or home security system located in the Residence. Nothing herein shall be construed as a bar to the display of political signs, except they shall not be more than five square feet.
- (H) The Association shall be responsible for and shall undertake and maintain the landscaping, planting, laying of sod seeding, or planting on any unpaved portion of the Common Area on which such Owner's Unit is located as shown on the Plat thereof; provided, however, that if, in the reasonable judgment of the Board of Directors, the landscaping, planting, seeding or laying of sod or other similar actions performed by an Owner increases the cost to the Association of maintenance of any of the common Area, the Board of Directors may assess a special maintenance charge hereunder for the additional costs of such maintenance and such special maintenance charge shall be a lien against such Owner's Unit and such Owner personally, as set forth in Article V of this Declaration pertaining to general and special assessments, The Board of Directors, may by a majority vote of those voting thereon, establish and set aside such portions of any Common Area as the Board 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, laying of sod, seeding, grading, paving, or changing of terrain or construction of any structure, building or other improvements shall be undertaken, constructed, erected, performed, done, dug or installed by any Owner within any of the Common Area except as approved by a majority of the Directors of the Association and, if required by the Master Declaration, by a majority of the Board of Directors of the Villages at Dardenne Master Homeowner Association. In the event the Directors fail to approve or disapprove any of the foregoing within (30) days after submission of the same to the Directors for their approval, the same shall be deemed approved.
- (I) No Owner shall perform any act upon such Owner's Unit or permit any act to be performed in contravention of, and each Owner shall comply with, and cause such Owner's family, guests, tenants, invitees to comply with, the provisions of this Declaration, the Bylaws, the Articles of Incorporation of the Association, the

Master Declaration, the Bylaws and Articles of Incorporation of the Villages at Dardenne Master Homeowner's Association as any of the same may be amended from time to time.

- (J) No Unit 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 to other Owners or inhabitants of Units. No Owner shall develop or maintain any condition on their Lot that shall disturb the peace, comfort or serenity of any other Lot Owner. Any determination to be made hereunder concerning the existence of a violation of the provision shall be solely within the discretion of the Directors who shall vote on the same at a regular or special meeting.
- (K) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit, except for 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 Unit in any Unit or 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. Owners are responsible for any animal, which their invitees or guests bring onto the Property.

Whenever any pet is outside a Unit, it shall be restrained by a leash, or other applicable device, at all times. The pet owner, or other responsible person, shall immediately remove all fecal matter, from any location, deposited by the pet. No animal shelter, whether constructed or pre-made, shall be allowed on any Lot or in any Unit garage. Pet owners, or other responsible parties, who do not immediately remove their pet's waste, wherever the same is located, shall be assessed a fine which shall be established by the Board of Directors, and said fine may be collected in the same manner as a Special Assessment.

- (L) Vehicles and watercraft, whether motorized, self-propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats vessels, motorboats, sailboats, sailboats, rafts, canoes, kayaks, jet skis, boat trailers, recreations 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 the 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 Residence, provided, that this shall not prohibit the parking on the driveway serving each Residence of no more than two (2) passenger automobiles, licensed to the Owner of the Unit or a full-time resident thereof that are in operating condition.



- (M) No firearms, pellet, or B.B. guns shall be discharged in the Subdivision.
- (N) Satellite dishes shall not be installed, constructed or maintained on the Common Area or on the exterior of any Unit or other improvement serving any Unit 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 in the Common Area or the exterior of any Unit or other improvement serving any Unit.
- (O) Subject to any applicable municipal ordinance or regulations of the City with respect to any Unit lying therein, except Developer with respect to Units owned by Developer, shall cause construction, painting, or any alteration affecting the exterior appearance of a Unit without first submitted the plans and specifications therefor 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.
- (P) Each owner shall have the right to lease or rent the entire unit for single family occupancy only, subject to the requirements set forth below. Every lease or rental agreement shall be in writing and shall be subject to all provisions of this Declaration and the rules and regulations of the Prairie Villas Covenants and Prairie Villa Bylaws. Every lease or rental agreement stipulate that any violation of this Declaration, as amended from time to time, the Prairie Villas Bylaws and the Prairie Villas Articles of Incorporation, or any other rule promulgated by the Board of Directors, or any provision of the lease or rental agreement (other than a nonpayment of rent) shall be a basis for termination of the lease or rental agreement by the Board of Directors. Every lease or rental agreement shall include a stipulation appointing the Board of Directors as the Unit Owner's attorney-in-fact for the purpose of enforcing the provisions of the lease or rental agreement, other than for payment of rent. Upon receiving written notice of a violation from the Board of Directors, via certified mail, the tenant or owner under the lease or rental agreement shall have thirty (30) days from the date of receipt to cure said violation. If the violation remains after the (30) period, the Board, as the attorney-in-fact, shall have the right to pursue all forms of legal action necessary to terminate the lease or rental agreement and remove the tenant from possession of the Unit. The Board may hire legal counsel to effectuate said removal. The Board shall have no legal liability, either equitably or otherwise, to any Unit Owner or tenant due to any actions taken under this Declaration. At any given time, no more than three (3) percent of the total units at Prairie Villas may be leased and/or rented.



Each owner, prior to new tenants moving in, shall provide to the Association a copy of the written lease or rental agreement. Further, each owner, within thirty (30) days of the renewal, shall provide the Association with a copy of the lease or rental agreement which has been renewed by the parties.

Each lease or rental agreement shall have a minimum initial term of six (6) months, and a minimum renewal term of six (6) months. No lease or rental agreement shall be allowed to become a month-to-month lease. Within thirty (30) days after a tenant moves and relinquishes possession, each owner shall notify the Association of the same. Finally, during and throughout any tenancy, each owner shall provide their current address and telephone number to the Board or Property Manager. In the event any owner shall fail to comply with any of the above restrictions, the Board of Directors is hereby empowered to levy a reasonable fine, a minimum of \$50.00, for any such violation. The Board of Directors shall notify each owner of such fine which shall be added to and collected and enforced in the same manner as assessments set forth here above. Additional monetary penalties for subsequent and/or continued violations may also be assessed by the Board of Directors at their discretion.

- (Q) In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board of Directors shall cause to be delivered to said Owner, via Certified Mail/ a Notice of Violation. Said Notice of Violation shall set forth specifically the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the date of said Notice of Violation. If, after a reasonable time has elapsed, the violation has not been voluntarily terminated by the Owner, the Board of Directors shall have the authority to pursue and effect any and all procedures which may be reasonable, calculated to remove and/or terminate the cause of said violation. This authority shall include, but not limited to, the power to employ laborers to enter upon the Lot of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board of Directors shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article V for the collection and enforcement of assessments. The Board shall have no legal liability, either equitably or otherwise, to any Unit Owner or tenant due to any actions taken under this Declaration.

ARTICLE VII PARTY WALLS

Each wall, including common garage walls and common fences, which is built as a part of the original construction of a Residence and placed on the dividing line between units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the

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

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

ARTICLE VIII INSURANCE: DAMAGE OR DESTRUCTION

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

1. Each Residence and other improvements located in the Subdivision shall at all times be insured in an amount equal to the full replacement cost thereof.
2. Regardless of how such insurance is purchased or by whom, the Board of Directors hereunder shall at all times be named as an additional insured, and a copy of each policy, including any renewal or additional policy, shall be delivered to the Board of Directors.
3. Each policy shall provide that the insurer waives any right of subrogation against the Board of Directors hereunder, their respective employees, agents or contractors, and any other party.

4. Each policy shall provide that the same shall not be cancelled, terminated, or amended with thirty (30) days prior written notice to the Board of Directors hereunder. In case of fire or other casualty covered by such insurance, the insurance proceeds shall be applied to reconstruction or repair of the improvements. The affected Residence and improvements shall be restored to substantially the same condition in which the same existed prior to the fire or other casualty, with the same vertical and horizontal dimensions as before.

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

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

5. Improvements, including but not limited to finished basements, made by Residence Owners to a Residence after purchase from the Developer are not covered under the foregoing standard fire and casualty coverage insurance policy. The standard fire and casualty coverage insurance policy in place exists to restore the Residence to substantially the same condition as it existed upon purchase from the original Developer. The description of the original dwelling will be on file with the Board of Directors of Prairie Villas.

Each Unit Owner is responsible for carrying private insurance on the amount of the increased value arising from any improvements made to a Unit. Additionally, any Owner of a Residence having improvements not covered under the standard fire and casualty coverage insurance policy who desires to sell said Residence shall inform, in writing, each potential purchaser of the need for privately maintained casualty insurance. A Residence Owner shall provide the Board of Directors with a copy of the written notification of said need for private casualty insurance.



ARTICLE IX EXTERIOR MAINTENANCE

The Association shall be responsible for the maintenance to the Common Area. In addition, the Association shall be responsible for exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, including walls, trees, shrubs, grass, and other exterior improvements. Such exterior maintenance shall not include driveways, villa sidewalks, porch, decks, and patio repair or maintenance, glass surfaces of exterior doors, garage doors, and windows (including skylights).

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the Unit except the glass portions of any door or window.

FENCES

No fence or wall of any type or any material shall be erected or permitted to remain upon any individual Lot or Unit of the Property.

LANDSCAPING

Any shrubbery, landscaping, trees or any other decorative landscaping including, but not limited to statues, bird baths, feeders and houses, lawn furniture, replicas, of animals, etc. shall not be placed upon any Lot (except the Unit's patio or deck) without the written permission of the Board of Directors. Upon receipt of such permission, said Lot Owner shall, thereafter, be responsible for the maintenance of the landscaping, monument or fixture. The Association shall not be responsible for the accidental damage or destruction of the above by its employees or agents.

REPLACEMENTS

The Board of Directors shall govern over concrete replacements of driveways, sidewalks, and front porches (exposed aggregate). In addition, the Board of Directors shall approve replacement of front doors, windows, garage doors, coach lights and mailboxes. All Owners shall have first received prior written approval of the proposed replacement from the Board of Directors prior to beginning said replacement.

SKYLIGHTS AND DECKS

The Association shall be responsible for maintenance to the Common Area. In addition, the Association shall be responsible for exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts,

exterior building surfaces, including walls, trees, shrubs, grass, and other exterior improvements. Such exterior maintenance shall not include driveway, villa sidewalks, porch, decks, and patios repair or maintenance, glass surfaces of exterior doors, garage doors, and windows (including skylights).

ARTICLE X RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any of the properties, regardless of when such expenditure is incurred.

ARTICLE XI MASTER DECLARATION

Each Unit within the Properties and each Owner shall be subject to, and shall be entitled to the benefits and privileges provided by, the Master Declaration.

ARTICLE XII ANNEXATION

1. Declarant's Rights. Notwithstanding any provision of this Declaration to the contrary, all or part of the Future Development Area may be annexed and included within the Properties by Developer at any time and from time to time without the consent of other Owners or any holder of any mortgage or deed of trust. The Developer is under no obligation to annex all or any part of the Future Development Area to the Properties. In each case, such annexation and inclusion shall be accomplished by Developer recording one or more supplemental amendments executed by Developer in the Recorder's Office of the County of St. Charles, Missouri which amendment shall not require the approval of any other entity or person, notwithstanding any other provision in this Declaration to the contrary.
2. Additional Property. Additional property situated outside of the Proposed Development Area may be annexed and included in the Properties with the approval of a vote of two-thirds (2/3) of votes of Members voting on the annexation and approval of a vote of fifty-one percent (51%) of votes of holders of mortgages or deeds of trust registered with the Association voting on annexation.

ARTICLE XIII GOLF COURSE EASEMENT/WAIVER OF LIABILITY

1. Grant of Easement. Every Unit in the Subdivision, all Common Area and Master Common Area are hereby burdened with an irrevocable, permanent easement allowing golf balls hit by any golfers using the Golf Course to come over, across, upon and through

each such Unit, Common Area, and Master Common Area. All golfers using the Golf Course shall have an irrevocable, permanent easement to enter onto, over, across, upon and through each Unit, Common Area, and Master Common Area in the Subdivision for the purpose of seeking and retrieving such golf balls; provided that golfers shall not have the right to use such easement to play such errant golf shot from any such Unit, Common Area, or Master Common Area. The Common Area and Master Common Area are further burdened with an irrevocable, permanent easement for ingress and egress and drainage in favor of the Golf Course, its owners, managers, and their respective employees, agents and servants, for the purpose of watering, maintaining, draining, working room, and otherwise keeping the Golf Course and the landscaping and improvements thereon in good order and repair.

Notwithstanding any provision of this Declaration to the contrary, the Common Area and Master Common Area abutting the Golf Course are further burdened with a restriction against placing any fence thereon except as may be necessary to enclose a swimming pool as provided hereinabove.

2. Waiver of Liability. The Declarant, the Villages of Dardenne Master Homeowners Association, the Villages at Dardenne - Prairie Villas Homeowners Association, and their respective members (in their capacity as members), and any successor in title to the Golf Course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors, and assigns of any such party, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, judgments, costs, expenses (including, without limitation, attorneys' fees and costs of suit), obligations, actions or cause of action whatsoever including, without limitation, actions based on (i) any invasion of the Owner's or any Association's respective use or enjoyment of the Unit or any Common area or Master Common Area, (ii) improper design of the Golf Course, (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the Golf Course), (iv) trespass by any golfer on any Unit, Common Area, or Master Common Area, or (v) negligence of the owner or management of the Golf Course, that may result from property damage or personal injury from golf balls (regardless of number) hit on the Unit, Common Area, Master Common Area or from the exercise by any golfer of the easements granted hereby.

ARTICLE XIV GENERAL PROVISIONS

The Directors or any owner shall have the right to enforce by any proceeding at law or in equity, any of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or 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.

Any person selling, leasing, or renting their unit, shall supply to the person or persons buying, leasing, or renting, said Unit, a current copy of The Villages at Dardenne - Prairie Villas, Declaration of Covenants, Conditions and Restrictions and The Villages at Dardenne

Homeowners Association - Prairie Villas Bylaws. A signed document of this transaction will be furnished the Board of Directors. If said person, or persons selling, leasing, or renting a Unit, does not have a current copy of the Covenants and Bylaws the same are available through the Board of Directors or Property Manager, for a fee of twenty-five dollars (\$25.00) per set. The covenants and restrictions of this Declaration shall run and bind the land subject hereto for a term of fifty (50) years from the date of recordation of this Declaration, 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 of seventy-five percent (75%) of the Units 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 one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement of termination has been sent to every Owner at least ninety (90) days in advance of any action taken.

So long as the Directors are those appointed by Developer, this Declaration may be amended by instrument signed by all three Directors, and recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri. Upon the election of Directors by the Owners as set forth in Article II, any modification/ amendment or change in the terms of this Declaration may be made by instrument approved by vote or agreement of a majority of the votes of Owners in the Association voting upon such amendment, signed by the President of the Board, and recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears on the records as the record owner of the Unit at the time of such mailing.

Invalidation of any of these covenants and restrictions by final judgment or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect. In the event of any conflict between any of the terms, conditions or provisions of this Declaration and any of the terms, conditions or provisions of the Articles of Incorporation of the Association and/or the Bylaws, the terms, conditions and provisions of this Declaration shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand on this 16th day of November, 2009.

Villages at Dardenne Homeowners Association - Prairie Villas
A Missouri Not for Profit Corporation

By: Ted Zanter
TED FANTER, President

ATTEST:

Bob Boehm
BOB BOEHM, Secretary


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

On this the 16th day of November, 2009, before me appeared TED FANTER and BOB BOEHM , to me personally known, who, being duly sworn, did say that they are the President and Secretary of the Board of Directors for the Villages at Dardenne Homeowners Association - Prairie Villas, 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 they acknowledged said instrument to be the free act and deed of said corporation.

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



STEPHEN P. AHLHEIM
My Commission Expires
February 18, 2010
St. Louis County
Commission #06541788



Notary Public