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 ARTICLES OF INCORPORATION



The undersigned, being a natural person of the age of eighteen (18) years or more and a citizen of the United States, for the purpose of forming a Nonprofit Corporation under the provisions of The Nonprofit Corporation Law of the State of Missouri, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is: THE VILLAGES AT DARDENNE MASTER HOMEOWNERS ASSOCIATION. The Villages at Dardenne Master Homeowners Association shall be referred to in these Articles as the "Association."

ARTICLE TWO

The purposes for which the Association is organized are as follows:

The Association is and shalrbe a Mutual Benefit Corporation as defined in the Nonprofit Corporation Law. The Association is organized and shall be operated exclusively as a non-profit organization for the purpose of acquiring, managing, maintaining and caring for the Master Common Area within that certain residential development situated in the County of St. Charles, Missouri known collectively as The Villages at Dardenne (consisting at this time of three parcels of real estate, namely, the Villages at Dardenne - Oakland Village, as recorded in Plat Book 33, Page 192 of the St. Charles County Recorder of Deeds office, the Villages at Dardenne - Bates Village, as recorded in Plat Book 33, Page 352 of the St. Charles County Recorder of Deeds office, and the Villages at Dardenne - Cheneaux Village, as approved by the Town of Dardenne Prairie) as the same may be expanded from time to time by the additions

of real estate thereto (the "Association Property"), and tp provide an entity to act as a "residential real estate management association" within the meaning of Section 528(c) of the Internal Revenue Code of 1954, and amendments thereto, with respect to the Association Property. The Association Property is or will be subject to the recorded Declaration of Covenants, Conditions and Restrictions for The Villages at Dardenne Master Homeowners Association as the same may be amended from time to time as therein provided (the "Declaration"). Association Property shall also include such additions of real estate as may hereafter be brought within the jurisdiction of the Association pursuant to the Declaration.

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# SSUEO

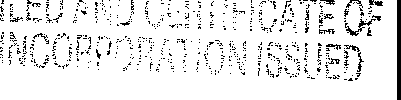
The Association shall have all of the powers of a nonprofit corporation under The Nonprofit Corporation Law of the State of Missouri to promote the he€llthJ'sSfety and welfare of the residents within the Association Property and any additions thereto

as may hereafter be brought within the jurisdiction of this As pciation. Without limitiJ7g. the generality of the foregoing, the Association may: · · *C-,,:'*

":'··\_.-\·-r *i.:*

1. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;
2. fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
3. acquire (by gift, purchase, devise, bequest, grant, deed, or otherwise), receive, release, take, lease as tenant, own, hold, improve, build upon, operate, maintain, convey, sell, lease as lessor, transfer, dedicate for public use, grant easements in, over, across, upon, under or through or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. make contracts and incur liabilities which may be appropriate to accomplish any of its purposes; borrow money at such interest rates as it may determine appropriate; and subjecrto the provisions of the Nonprofit Corporation Law of Missouri, with a vote of a majority of the votes of Directors voting, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. subject to the provisions of the Nonprofit Corporation Law of Missouri, dedicate, sell or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Directors or provided for in the Declaration;
6. subject to the provisions of the Nonprofit Corporation Law of Missouri, participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional real property, provided that (unless otherwise provided in the Declaration) any such merger, consolidation or annexation shall have the approval of a vote of two-thirds of the votes of Directors voting; and
7. exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of Missouri by law may now or hereafter have or exercise.

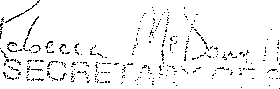
The Association is irrevocably dedicated to, and operated exclusively for, nonprofit purposes; no part of the income or assets of the Association shall be distributed to, nor inure to the benefit of, any of its officers, directors, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, nor intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE THREE

The duration of the Association shall be perpetual.



ARTICLE FOUR

The name and address of the incorporator is:

Name Address

Brad Goss 355A Mid Rivers Mall Drive St. Peters, Missouri 63376

ARTICLE FIVE

The corporation shall not have any members.

ARTICLE SIX

The property and affairs of this Association shall be managed by a Board of three (3) Directors who in the case of Directors appointed by Declarant (as defined in the Declaration) need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME ADDRESS

Robert N. Whittaker, Sr.

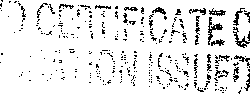
355A Mid Rivers Mall Drive St. Peters, MO 63376

Robert N. Whittaker, Jr.

Gregory G. Whittaker

355A Mid Rivers Mall Drive St. Peters, MO 63376

355A Mid Rivers Mall Drive St. Peters, MO 63376

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Directors shall be appointed, removed, and replaced as provided in iti'e···: Declaration. The Directors may amend, restate or repeal the Bylaws at any time and from time to time for any such reasons as the Directors may determine in accordance with the procedure set forth in the Bylaws.

ARTICLE SEVEN

The address of the initial registered office in the State of Missouri is 355A Mid Rivers Mall Drive, St. Peters, Missouri, 63376. The name of the initial registered agent at said address is Brad Goss.

ARTICLE EIGHT

The Association may be dissolved in accordance with the provisions of the Nonprofit Corporation Law of Missouri, as amended from time to time. Upon dissolution of the Association, other than incident to a merger or consolidation, the personal property assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created and the real property consisting of the Association Property shall be vested in the Owners as tenants-in-common. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE **NINE**

Any provision contained in these Articles may be altered, amended or repealed, or new provisions may be added, upon receiving the affirmative vote of at least

two-thirds (2/3) of the votes of Directors of the Association voting at a meeting, by proxy or by mail, or upon obtaining the consent in writing of all Directors totaling two-thirds (2/3) of the votes in the Association; provided, however, that no such alteration, amendment or repeal of any such provision shall affect the disposition of property

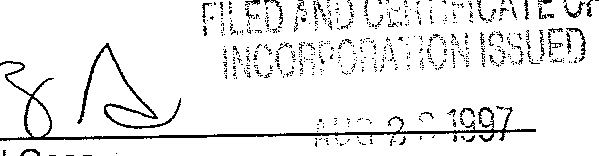
contributed to the.corporation before such alteration, amendment or repeal, and any property contributed to the Association before any such event shall be used and employed by the Association only in accordance with the provisions and in furtherance of the purposes of the corporation as set forth in the Articles of Incorporation and Bylaws of the corporation in effect at the time such property was contributed.

ARTICLE TEN

The Directors of this Association shall have no personal liability for the debts, liabilities or obligations of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand on this *cUn.)* day of

4u01.wf- , 1997.

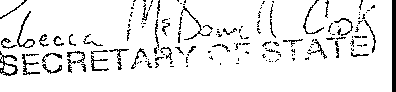
*u*

Brad Goss

STATE OF MISSOURI

COUNTY OF ST. CHARLES

)

) SS.

###### )

I, the undersigned, a Notary Public, do hereby certify that on the *oc?NI* day of

*®"),i»J-* 1997, Brad Goss personally appeared before me and being duly sworn by me acknowledged that he signed as his free act and deed the foregoing document in the capacity of incorporator and declared that the statements therein contained are true to the best of his knowledge and belief.

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



**My** Commission Expires: */ -23-?9* **r--H=E:**L**-**E**=**.**-**i **:A-:**B**-**E**-**T**:**H**:**M**:-**A**:**I**=**T**-**.:**-**:f**-**fi**-**V**-**/S**-**.

**Nota,y** Public • Notary Seal

**STATE** OFMISSOURI

**SL** Chi!rles County

**My Commkt;on Expi,a:Oct. 23. 1999**

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*I!--\.!(*

*ct' J*

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AMENDMENT TO

## pno,2071 PAGf 1122

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE VILLAGES AT DARDENNE MASTER HOMEOWNERS ASSOCIATION

TIDS AMENDMENT is made as of the 4th day of May, 1998, to that certam Master Declaration of Covenants, Conditions and Restrictions for The Villages at Dardenne Master Homeowners Association dated as of August 25, I 997, recorded in Book I 972, page 1563, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by Whittaker

Construction, Incorporated (the "Developer''). (Terms defined in the Declaration are used herein

as defined therein unless otherwise indicated). **·li'MI\_SSOURI**

**Cti** ER**S**O**t'**F**C**.**H**D**A**EE**R**D**L**S**ES**

RECITALS I FORFlECORO

* 1. WHEREAS, Article VII, Section 1 of the Declaration provides that the **MAY 1'11998**

Declaration may be amended without the necessity of any consent of the Owners or&fY

mortgagee so long as the Developer owns any Lots or Units in the Subdivision. ***·03.ii..,***

**Time 'l"f'I**

* 1. As of the date hereof, the Developer continues to own Lots and Units in the Subdivision.
  2. The Developer desires to amend the Declaration as set forth hereinbelow.

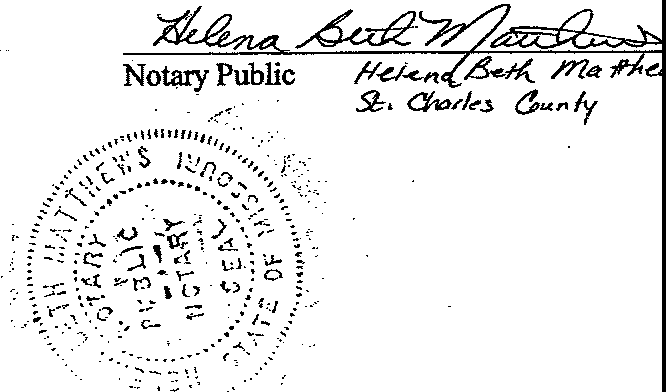
AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amends the Declaration as set forth hereinbelow:

1. Number, Qyalifications, Selections, Voting Power. Terms of Offices and Vacancies. Article Ill. Section 4. is hereby amended by replacing the words "six months" in line three thereof with "three months\_" and the number "ninety-five percent (95%)" in line four thereof with the number "ninety percent (90%)."
2. Assessments. Article IV, Section 3.(D) is hereby amended by replacing the number "ten percent (10%)" in line two thereof with the number "five percent (5%)."
3. Additions to Maste'r Common Area and Subdivision. Article VII, Section 2, is hereby amended by inserting the phrase "from all or part of the properties legally described on the attached Exhibit 1. incorporated herein by reference" between the words "properties" and "to" in line two of Section 2. Section 2 is further amended by adding the following sentence thereto: "In

the event that the Declarant desires to add additional property or properties to the Subdivision and subject the same to this Declaration, beyond those set forth on the attached Exhibit I. then

,,-,,; 2071 *PAGE* 1123

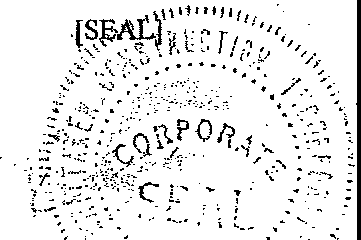


the Declarant may do so only upon approval of at least two-thirds of the Association Directors at a meeting duly called upon proper notice."

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

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

WHITTAKER CONSTRUCTION, INCORPORATED

 DEVELOPER



STATE OF MISSOURI )

)SS. COUNIY OF ST. CHARLES )

On this *L/1£.* day of , 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.

My term expires: */trZ3--f9'*

EXHIBIT l R 0 0!<2 071PAGE1124

All property recorded as Common Area, Common Ground, Common Ground Drainage Esmt Area, Common Ground Utility Esmt & Drainage Area, Common Ground Utility Esmt & Drainage Esmt, Common Ground & Utility Esmt Area, Common Area and Easement for Entrance Monumentation, Common Ground and Easement for Monumentation, or any part thereof or variation thereon, on the plats of Villages at Dardenne - Oakland Village recorded in Plat Book 33, page 192, in the Recorder of Deeds Office of St. Charles County, Missouri,

Villages at Dardenne - Bates Village recorded in Plat Book 33, page 352, in the Recorder of Deeds Office of St. Charles County, Missouri,

Villages at Dardenne - Cheneaux Village recorded in Plat Book 34, page 239, in the Recorder of Deeds Office of St. Charles County, Missouri,

Villages at Dardenne - Prairie Village Plat One recorded in Plat Book 34, page 364, in the Recorder of Deeds Office of St. Charles County, Missouri,

Villages at Dardenne - Campbell Village Road Dedication and Easement Plat recorded in Plat Book 34, page 245, in the Recorder of Deeds Office of St. Charles County, Missouri, Villages at Dardenne - Prairie Villas Road Dedication and Easement Plat recorded in Plat Book 34, page 257, in the Recorder of Deeds Office of St. Charles County, Missouri.

EXHIBIT 1

*A tract of land being Lots 5 and 6 of the division of the.land of John Gill, being the same property described in the deed to James and Arthur Brassel, as recorded in Book 203, Page 473 (first parcel described), of the St. Charles County Records, said*

*property being part of Fractional Sections 5, 6,* 7, *and 8 and U.S.*

*Surveys 1771 and 1669 in Township 47 North, Range 3 East, St. Charles County. Missouri and being more particularly described as follows:*

*BEGINNING at a stone marking the northernmost corner of Lot 6 of the division of the land Jahn G11/,· thence along the* ·

*northeastern line of Lots 6 and 5, also being the southwestern line·, of Lot 10 of Longview Estates, as recorded in Plat Book 20, Page 42 of the St. Charles County. Missouri Records South 62"59'52" East*

*a distance of 1,330.23 feet to an iron pipe marking the easternmost corner of the aforementioned Lot 5 of the division of the land of John Gill; thence along the southeastern line of said Lot 5, also being a western line of the aforementioned Longview Estates South 21'49'04" West a distance of 2,738.96 feet to the point of intersection with the northeastern line of Missouri State Highway*

*N; thence leaving the southeastern line of Lot 5, along the· northeastern line of the aforementioned Missouri State Highway N, North 68'24'08" West a distance of 1,363.64 feet to the'point of intersection with the northwestern line of the aforementioned Lot*

*6 of the division of the land of John Gill,· thence along said eastern line of Lot 6 North 21'05'32" East a distance of 804.63 feet to an iron pipe at the southernmost corner of Canvas Cove,*

*Plat 4, as recorded in Plat Book 41, Pages 221 through 222 of the*

.*St. Charles County. Missouri Records; thence along said southeastern line and the aforementioned northwestern line of Lot*

*6 North 21'07'06" East a <;Jistance of 965.65 feet to a stone*

*marf<ing the northeastern corner of the aforementioned Canvas Cove Plat 4, also being the southeastern comer of Les Petit Chateaux,*

*a \_subdivision filed for record in Plat Book* 7, *Page 4 of the St. Charles County, Misspuri Records; thence along the southeastern*

*\_,,.line of said Les Petit Chateaux North 24"52'23" East a dis.lance*

*of 458.90 feet to a stone marking the easternmost corner of said Les Petit Chateaux, also being the southeastern corner of the revised plat of Feise Forest Estates, recorded in Plat Book 31, Pages 316 through 318 of the St. Charles County Records; thence along the southeastem line of the said Fe1se Forest Estates North 25'05'23" East a distance of 637.05 feet lo the POINT OF BEGINNING and containing 3,833,755 sq. fl. or 88.01 acres*

*more or less.*

. Page. 2 of 6

* EXHIBIT 1

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95-080C/37392

12/23/97 WDS

DESCRIPTION RESIDENTIAL AREA 2 69.30ACRES

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

COMMENCING at a point marking the northwest comer ofU. S. Survey *3225* and being a point on the eastern right-of-way line of McClure Road {30 feet wide); thence leaving said comer along said right-of-way line and along the western line of said U. S. Survey 3225, South 00°24'33" West, a distance of 157.80 feet, to a point on the southern right-of-way line of proposed Route D (Page Avenue Extension); thence leaving the western line of said U. S. Survey 3225 and the eastern right-of-way line of McClure Road, along the southern right-of-way line of proposed Route D the following courses: South 60°16'32" East, a distance of 299.09 feet to a point; thence South 58°50'05" East. a distance of214.55 feet to a point; thence South 54°42'40" East, a distance of 480.99 feet to a point; thence.South 61°46'55" East, a distance of 921.23 feet to a

point; thence South 58°58'12" East, a distance of455.00 feet, to the POINT OF BEGINNING of the herein described tract of land; thence continuing along said proposed right-of-way line, South

58°58'1r East, a distance of265.70 feet to a point; thence South 47°29'41" East, a distance of

328.75 feet to a point; thence South 33°21'34" Easr, a distance of 27.0 I feet to a point on the

western line of property now or formerly of Dickherber, as recorded in Book 1372, Page 1094, of the St. Charles County, Missouri Records; thence leaving said proposed right-of-way line along

the western line of said Dickherber property, South 02°5l '23" East, a distance of 223.40 feet to a point; thence South 03°08'24" East, a distance of2170.22 feet to a point, marking the northeast comer of Waterford Crossing, Plat One, as recorded in Plat Book 31, Pages 159 and 160 of the said St. Charles County, Missouri Records; thence leaving the western line of said Dickherber · property along the northern line of said Waterford Crossing, Plat One, and along the northern line of Waterford Crossing, Plat Three, as recorded in Plat Book 32, Pages 20 and 21 of the said St. Charles County, Missouri Records, North 89°09'11" West, a distance of 1579.70 feet to a point, said point marking the southeast comer of property now or formerly of Whittaker Golt; Inc., as recorded in Book 1935, Page 1084, of the said St. Charles County, Missouri Records; thence leaving the northern line of said Waterford Crossing, Plat Three, along the eastern line of said Whiuaker Golt; Inc. property, the following courses: North 25°46'11" West, a distance of

140.05 feet to a point; thence Nprth 05°34'3T West, a distance of 73.58 feet to a point; thence North 25°17'41" East, a distance of I 13.80 feet to a point; thence North 74°57'09" West, a distance of 159.19 feet to a point; thence North 19°42'24" West, a distance of 158.08 feet to a point; thence North 07°40'47" West, a distance of 1S2.30 feet to a point; thence leaving the

eastern line of said Whittaker Golf; Inc. property through property now or fonnerly of Whittaker Construction, Inc., as recorded in Book 1828, Pages 1528 through 1544 of the said St. Charles County, Missouri Records the following courses: South 89°54'05" East, a distance of 214,24 feet to a point; thence North 85°52'59" East, a distance of 168.19 feet to a point on a curve;

EXHIBIT 1

800K2071 PAC[ 1127

point on a curve; thence along a curve to the right, having a radius of 590.00 feet, an arc distance of 11.35 feet, a chord of which bears North 03°33'57" West, a chord diitance of 11.35 feet to a point; thence North 86°59'07" East, a distance of 120.00 feet to a point; thence North 01°09'00" East, a distance of68.27 feet to a point; thence North 09°28'46" East, a distance of68.27 feet to a point; th nce North 17°56'47" East. a distance of70.52 feet to a point; thence North 24°28'36" East, a distance of73.14 feet to a point; thence North 29°48'10'' East, a distance of 115.80 feet to a point; thence North 28°37'25" East, a disrance of 300.00 feet to a point; rhence Nonh 26°12'06" East, a distance of63.26 feet to a point; thence North 09°54'15" East, a distance of

58.80 feet to a point; thence North I I 0 46'35" West, a distance of 195.31 feet to a point; thence North 31°39'51" East. a distance of 135.66 feet to a point; thence North 12°52'50" East, a distance of 57.97 feet to a point; thence North 06°31'19" West, a distance of 57.97 feet to a point; thence North 25°55'29" West, a distance of 57.97 feet to a point; thence North 45°33'34" West, a distance of 57.93 feet to a point; thence North 55°28'.41'' West, **a** distance of 142.62 feet to a point; thence Nonh 09°59'06" West, .a distance of 60.82 feet to a point; thence North 29°16'34'" West, **a** distance of 75.00 feet to a point; thence Nonh 60°43'26" East, a distance of

120.00 feet to a point; thence South 29°16'34" East, 11 distllnce of25.03 feet to **a** point; thence North 60°41'34" East, a distance of 165.49 feet to a point; thence North 57°07'07" East, a distance of 74.47 feet to a point; thence North 48°29'51" East, a distance of 68.33 feet to a point; thence North 40°14'53" East, a distance of68.33 feet to a point; thence North 31°48'43" East, **a** distance of 71.42 feet to a point; thence North 28°35'17" East, a distance of 150.22 feet to **a** point; thence North 24°03'53" East, **a** distance of 175.27 feet back to the POINT OF BEGINNING and containing 3,018,820 square feet or 69.30 acres, more or less.

*··,::i*

#### \_....

EXHBIT 1

800K2071 PAG[1128

A tract of land being part of Lots 29 and 30 of the Old Dardenne Tract, as recorded in Book P-2, Page 634 and being part of Lot 14 of Walnut Grove Tract, as recorded in Book F-2, Page 241 of the St. Charles County, Missouri Records and being in U.S. Surveys 1669, 1641, and part of Fractionzj Section 8 in 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 I 6 of the Old Dardenne Tract, 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 the eastern line of said U.S. Survey 1669 North 25°43'46" West a distance of 1457.34 feet to a point on the northern line of the New Dardenne Ditch, per Circuit Court Record Box Number 411, Case 6683, and Box Number 412, Case 6684 in the custody of the St. Charles County Historical Society; thence leaving said U.S. Survey line, through the aforementioned Lots 29 and 30 of Old Dardenne Tract, along the northern line of said Ditch, and the southern line of property now or formerly of McCluer Real Estate Limited Partnership, as recorded in Book 1625, Page 31 of the said St. Charles County, Missouri Records South 66°36'42" West a distance of 48.92 feet to a point; thence South 86°17'04" West a distance of 1873.14 feet to a point marking the southeast corner of property now or formerly of Whittaker Construction Incorporated, as recorded in Book 1827, Page 242 of the said St. Charles County, Missouri Records; thence leaving the northern line of said Ditch, along the eastern line of said Whittaker Construction Incorporated property, and along the western line of said McCluer Real Estate Limited Partnership property North 25°43'46" West a distance of2555.94 feet to a point, said point marking the northeast corner of said Whittaker Construction Incorporated property; thence along the northern line of said Whittaker Construction Incorporated property South 64°46'14" West a distance of 2009.92 feet to a point on the eastern right-of-way line of Henning Road (30 feet wide), per Road Plat Book 1, Page 126 of the said St. Charles County, Missouri Records; thence along said right-of-way line North 05°50'57" West a distance of 1561.23 feet to a point; thence North 18°47'57" West a distance of616.25 feet to a point on the southern right-of-way line ofMcCluer Road (30 feet wide), per Road Plat Book 2, Page 6 of the· said St. Charles -County, Missouri Records; thence along said ·southern right-of-way line the following courses: North 55°50'20" East a distance of 100.73 feet to a point; thence North 64°15'33" East a distance of 618.57 feet to a point; thence North 64°04'09" East a distance of

* 1. feet to a point; thence North 63°49'43" East a distance of884.08 feet to a point; thence North 35°32'42" East a distance of 591.63 feet to a point; thence North 58°07'42" East a distance of 640.82 feet to a point on the western line of property now or formerly of Whittaker Construction Incorporated, as recorded in Book 1828, Pages I 514 through 153I of the said St. Charles County, Missouri Reconds and being a point on the eastern line of Fractional Section 8; thence along said line South 02°57'42" West a distance of 487.75 feet to a point marking the southeast corner of said Fractional Section 8; thence along the southern line of said Fractional

Section 8, North 86°35'22" West a distance of 262.68 feet to a point on the eastern line of the aforementioned U.S. Survey 1669; thence along the eastern line of said U.S. Survey I669 South 25°43'46''..East a distance of 5435.35 feet back to the POINT OF BEGINNING and containing 12,720,772 square feet or 292.03 acres more orless.

EXHBIT 1 Bnax20,1 PAG[ 1129

* + 1. **ALL** OF THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF

LAND LYWG **NORTII** Of McCLUER COUNTY ROAD, TO-WIT: A lot of ground localed

in lhc County or St. Charle,, State or Missouri described as follows, 10-wit: A lot of ground it being parts or Lot, Nos. 13, 14 and 16 or Coul1cn Walnut Grove Tract and part or the Somhwcst fractional Quancr of Section 8, in Township 46 North, Range l Ealt, and more particularly descnl>cd as follows: Beginning al a Blaclc Jack on the Nonh line of Survey No. 1641 being the Southwest comer of Lot No. 14 in said Walnut Grove Tract, thence wi1h the West line or said Lot No. 14 North 28• West 17 42/IOOchains lo comer, !hence along lhc South

line of Lot No. 16 in said IIacl South *SS'h•* Wtst 11 85/100 chain• IO corner on the same.• rock, being !he Soulhcut comer of lhe U>CI of 22 87/100 acres co,1Ycyed 10 Thoma, W. McCluer in putition, lllcncc Nonh *9* 85/100 chains to corner on lhe South line *of* Mrs. Banon Bates Dower, • rock; lhc:na: with said Soulh line Nonh g::,• 81st 11 85/100 chains to the Soulhcalt comer of said Dower, !hence Nonh wilh the Ea.st line of said Dower 7 chains "'

corner on lhe same, being the Southwest comer of the net of 129 27/100 acres conveyed to the Trustee, of Hcnri<tta McQuer *in* said partition, thence East 37 47/100 chains comer, a rock, on James Shons' Wc,t line, thence South 6 8-4/100 chains to comer, a nx:k, thence South

61•so• West 5S 381100.chain, 10 !he place of bcginnint, and containing 128 57/100 acres, more

or Jess. Being lhe same real estate conveyed to Arlhur MeCJuer by deed dated September 14, 1888 from Oscar McClucr, *ct* al.• and =orded in Ra:onler's Office in Book 48 at Page 513 St. **Charles Counr:y. Missouri.**

2. ALL OF THAT PORTION OF THE FOLLOWING DESCRIBED UACT OF LAND LYING NORTII OF McCLUER COUNrY ROAD, TO-WIT: A tnoct of thiny-fivc (35) acres being pan of Fractioml So:tion eight (8), Township 46 Nonh, Range 3 East, beginning al a point on James Short's west line. being lhc southeast corner of lhc tract of twency (20) acres conveyed 10 William C. McCluer in partition of Samuel C. McCluer estate, thence South 28.45

chains to comer on Short line, **a** rock, thence South 89" so· West 12.30 chains to corner, a

roclc, from which a pin oak 18 inches in diameter bears South 861h• West SO links distant, thence Nonll 28.45 chains 10 comer on lhc Soulh line *or* said William C. McClucr's Joi aforesaid, **a** roclc. from which• Pin OaJc 18 inc cs in diameter bears Sooth 23" East distai>t 26

links; thence North 89" so• East 12 30/100 chalns to the place of beginning. Scing the same r.al estate conveyed 10 Anhur Mccluer by Robert Brmson McCluer by deed dated September *25,* 1890 and recorded in Rcx:ordcr's Office, St. Charles County. Missouri, in Boole 53 at P>ti•

391. EXCEPTING THEREFl!.OM a tiact of 12.30 acres being pan ofFl2Ctional Section eight

(8) Township 46 North, Range 3 East described as follows: Beginning at a point 3.4S chains Soulh or the Northwest corner of James Shon's Campbell Farm, thence South 10 chains 10 a stone, 1hence West 12.JOchains to asrone, thence Nonh 10 chains 10 a stone, thence East 12.30 chains to a Slone. the place of bcgiMing. leaving 21.70 acres. Being the same tract conveyed by Anhur McCluer and wife 10 Susan McCarty by deed dated December 24, 1896 and n:corded In said Recorder·, orricc. in Boole 67 at P>ge 478.

3. Part of Lot 15 or Rohland, Survey or *lolnl* D. Colten Subdinslcn of the Aleqd Rutger Survey 1Vlth U.S. SUM)' 1669, Township '6 Nanlt, RlllJt: 3 But W btln& IIICle t,anicularly dacribcd u follow Beginning at **a** point muting die CIOIIIIIIOQ comer of Lou 13, 14, 15 and 16 or Rahwlds Suney onolin D. Coltm Subdivision or the Amid Ruf&el' Survey In U.S.Suney 1669, T011i11Ship '9 Nonh, Range 3 &st; along!he commoo line belwccn lots 14 and *IS* or said Rohlands . South 28° 24' El5l 598.00 feet II) **a** point; lhcnce

dq,aning from said commcn Jot line South so• :;o· West 578.14 roe1 IO **a** point; lhcnce North

*9•* 30• West (JOO.12 fOCI 10 **a** point ·marlcing the Nonhcut comer *of* St. Pnncis Fanns Subdivision **u** RClrdcd in *Plat* Boole 12 Jla&e 16 in the Office of the Rcconler of Dccds for s1. Charles Counl)', said point **also being** on !he common line betwcot Lots 15 .and 16 or said

:Roh1ands Survey; !hence lion& said common line between Lots *15* and 16 Nonh 115-" 36' EaOI

.•• 386.51feet IO the place of beglMing. All u per plat and calculatiOnJ made by.St. Charles

County Engineering and Surveying, me., and dated February 26, 1980.

**E'N**6 of 6

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MASTERDECL.A.RATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

**47913**

THE VILLAGES AT DARDENNt MASTER HOMEOWNERS ASSOCIATION

THIS DECLARATION, made and entered into as of this 25th day of August, 1997 by WHITTAKER CONSTRUCTION, INCORPORATED, a Missouri corporation ("Developer").

WIThtSSETH

WHEREAS, Developer is the owner of the real estate more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with any improvements thereon and any appurtenances belonging thereto (said real estate, improvements and appurtenances being hereinafter called the "Master Common Area"); and

WHEREAS, Developer has incorporated The Villages at Dardenne Master Homeowners Association, a Missouri nonprofit corporation (the "Corporation"), in order to hold title to the Master Common Area so that the Corporation may own and operate the Master Common Area as an amenity for the benefit of the owners of lots ("Lots") in the Villages at Dardenne - Oakland Village, as recorded in Plat Book 33, Page 192 of the St. Charles County Recorder of Deeds office ("Oakland"), the Villages at Dardenne - Bates Village, as recorded in Plat Book 33, Page 352 of the St. Charles County Recorder of Deeds office ("Bates"), and the Villages at Dardenne -

Cheneaux Village, as recorded in Plat Book 3'-/, page *;;,3?* of the St. Charles County Recorder

of Deeds office ("Cheneaux"), and sucn other parcels of real estate as may be developed by Developer for residential occupancy (including, without limitation, single-family homes, townhouses, cluster homes, and villas} to be part of the Villages of Dardenne subdivision development and as are so designated by Developer executing and recording an amendment to this Declaration (all such owners shall hereinafter be referred to as "Owners"); and

WHEREAS, Developer intends, by recordation of this Declaration, to subject the Master Common Area and the Subdivision (defined below) to the terms and provisions of this Declaration.

NOW, THEREFORE, Developer hereby declares that the Master Common Area and any part thereof, shall be held, sold, and conveyed to the Corporation subject to the following restrictions, covenants, and conditions, which shall run with the real property and be binding on all parties having any right, title, or interest in the Master Common Area or any part tnereof and shall inure to the benefit of the Corporation, its successors and assigns

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ARTICLE I DEFINITIONS

"Assessment Year" shall be the calendar year.

1. "Association" shall mean and refer to The Villages at Dardenne Homeowners Association, The Villages at Dardenne Homeowners Association - Bates Village, The Villages at Dardenne Homeowners Association - Cheneaux Village, their respective successors and assigns, and such other Associations as may be subsequently formed by Developer in connection with the development of The Villages at Dardenne.
2. "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, and the Town of Dardenne Prairie, a Village organized pursuant to the laws of the State of Missouri.
3. "Common Area" or "Common Areas" shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to an Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners in the Subdivision in which such Common Areas are located. Common Area shall not include those areas designated as "Master Common Area" under (i) this Master Declaration or (ii) any deed of conveyance to the Master Association designating the property conveyed thereunder as Master Common Area.

5. "Developer" 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 or Unit from Developer for the purpose of development and the deed of conveyance designates the grantee as a Developer.

1. "Directors" or "Board ofDirectors" shall mean and refer to the Board of Directors of each Association, provided, if an Association is formed as a Limited Liability Corporation, then the same shall mean and refer to the Board of Managers of such Association
2. "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.
3. "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.
4. "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.

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l 0. "Master Association" shall mean The Villages at Dardenne Master Homeowners Association, a Missouri Not-For-Profit corporation, its successors, and assigns.

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

1. "Master Common Area" shall mean (i) all areas labeled "Master Common Area" (if any) on the 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.
2. "Master Declaration" shall mean this Master Declaration of Covenants, Conditions and Restrictions, as recorded in Book */97ol,* , Page / 5--C2 ,3 , of the St. Charles County Recorder of Deeds' office, as the same may be amended from time to time.
3. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Unit 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

15 "Plat" shall mean and refer to the plats of the Villages at Dardenne - Oakland Village recorded in Plat Book 33, Pages 192-194 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, Villages at Dardenne - Bates Village recorded in Plat Book 33,

Pages 352-356 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, Villages at Dardenne - Cheneaux Village recorded in Plat Book *31./* Pages *cl-.3'1* - *ri!'l-<f* of the Office of Recorder of Deeds for the County of St Charles, Missouri, which are incorporated

herein by reference, and which plats reflect, among other matters, the Lots, Common Areas, Master Ccmunon Areas, and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to or benefitted by this Declaration from time to time by amendment in the manner provided herein.

1. "Subdivision" shall mean and refer to the real estate, as shown on the Plat,

together with such additional parcels of real estate which may be subjected to or benefitted by this Declaration from time to time by amendment in the manner provided herein.

1. "Ur:it" shall mean the separately designated and numbered area identifying each attached dwelling within the Subdivision

i 8. "Village" shall mean and refer to the property encompassed in each separate plat in the Subdivision containing the designation "Village," including, without limitation, Viliages at Dardenne - Oakland Village, Villages at Dardenne - Bates Village, and Villages at Dardenne - Cheneaux Village

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ARTICLE II PROPERTY RIGHTS

Master Common Area.

A Obligations of the Master Association. The Master Association, subject to the rights and obligations of the Ovmers 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 Master Common Area and improvements thereon, together with the fixtures, equipment, and other personal property of the Master Association related thereto.

The Master Common Area shall be used and operated solely for leisure and recreational purposes for the benefit of the Owners. The Master Common Area shall be operated and maintained in accordance with the terms of this Master Declaration as more fully set forth hereinbelow.

1. Owners' Easements and Rights of Enjoyment. Subject to the terms and provisions of trjs 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 Master Common Area, which easement shall include, without limitation, the right of access to and from, and use of, the Master Common Area 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 or Unit that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions·.
   1. the right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Master Common Area;
   2. the restriction that any Owner's voting rights and the right of such Owner, his or her family, guests, and invitees to use the Master Common Area and any improvements or recreational facilities therein shall be automatically suspended for any period during which any assessment against such Owner's Lot or Unit 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 Master Association's published rules and regulations;
   3. the right of the Master Association to dedicate all or any part of the Master Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Master Association;

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* 1. the right of each other Owner and such Owner's fiL-nily, guest and invitees, to the open, unimpeded and unobstructed use of the Master Common Area, as provided in and restricted by this Article;
  2. the restriction that no Owner or member of such Owner's fami!y 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 Master Common Area, including, but not limited to, cars, go 0 can s, 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;
  3. 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 Master 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 Master Common Area;

* 1. the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration, and
  2. the right of the Master Board of Directors, on behalf of the Master Association, to negotiate with any public agency for the conveyance of all or any part of the Master 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 corrveyance being held by the Master 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 Master Common Area 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 Ov.11er's family, guests and invitees shall use and exercise their easement rights over the Master Comrnon 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 oftte easements created by this Declaration by others authorized to use them.

C Master Association Right to Grant Easements and Easement Over Lots and Common Area. The Master Association shall have the right to grant permits, licenses, and





easements over the Master Common Area 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 Master Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot or Common Area to perform repairs or to do other work reasonably necessary for the proper maintenance of the Master Common Area and/or to perform any of the powers, rights and duties available to or imposed upon the Master Association by this Master Declaration and/or the Bylaws of the Master Association, including, without limitation, enforcing the covenants and restrictions imposed by this Master Declaration. Any such entry may be without notice to any such Owner and neither the Master Association, its Board, officers, agents, contractors, nor employees shall be liable for trespass by exercising any such easement or right reserved hereunder.

D. Utilitv Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or wlijch may obstruct or retard the flow of water through drainage channels in the easements The easement area shown on the 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.

E Temporary Construction Easement. Until the last Lot in the Subdivision is sold and conveyed to an Owner other than the Declarant, the Master Common Area shall be subject to an easement allowing Declarant, its employees, agents, contractors and subcontractors to enter upon and over such portion of the Master Common Area for the purpose of grading and construction on the Master Common Area.

F. Conveyance of Title. Subject to the provisions of this Declaration, title to the Master Common Area shall be conveyed to the Master Association no later than the date by which the Developer Directors no longer serve on the Master Board of Directors. Upon termination of the Declaration, title to the Master Common Area 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 or Unit ownership and any conveyance or change of Lot or Unit ov.,nership shall convey ov.,nership in the Master Common Area, as no interest in the Master Common Area shall be conveyed by any such tenant except in corJunction with the sale of such tenant's Lot or *Unit*

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###### ARTICLE III BOARD OF DIRECTORS

Self-Perpetuating Board of Directors. Owners shall not vote for Directors and in lieu of such vote, the Master Association shall have a self-perpetuating Board of Directors, selected as provided in Section 4 hereof

2 Powers. Except as may otherwise provided in the Articles of Incorporation of the Corporation, the property and affairs of the Corporation shall be managed by the Master Board of Directors of the Master Association. The .Master Board of Directors shall have and is vested with all powers and authorities, eKcept as may be expressly limited by law, the Articles of Incorporation of the Corporation, or the Bylaws, to supervise, control, direct, and manage the property of the Corporation, the affairs and activities of the Corporation, to determine the policies of the Corporation, to do or cause to be done any and all lawful things for and on behalf of the Corporation, to exercise or cause to be exercised any or all ofits powers, privileges or franchises, and to seek the effectuation of its objects and purposes induding, but not limited to, the right to

1. Adopt and publish rules and regulations governing the use of the Master Common Area, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
2. Suspend the voting rights and right to use of the Master Common Area ofan Owner during any period in which such Owner shall be in default of the payment of any Assessment levied by the Master Association or any relevant Association.
3. J'rescribe and enforne reasonable mles and regulations i.a!b respecUD.th within the Master Common Area as is necessary to maintain, supervise, and insure the proper use of such amenities by the Owners and occupants of Lots and Units a.'ld by necessary public utilities, including the right (to themselves and to others to Y-!!lfil'. grant permission) to construct, operate, and maintain on, over, and under said area sewers, pipes, wires, and other facilities and public utilities for service to the Master Common Area;
4. *To* construct, reconstruct, operate, manage, maintain, repair, and replace paths, storm sewers, pavement, curbing, street lights, gutters, or other improvements in and upon the Master Common Area. To construct, operate, manage, reconstruct, maintain, repair and replace appropriate gates or entranceways at all or any of the points where said paths terminate or intersect any public street or highway; to exercise full authority over entrances to the Master Common Area now or hereinafter existing from any adjoining public highways or other means of entry, and to plant, grow, and preserve trees a.'Jd shrubbery in any appropriate places in or upon said paths, parkways, and all other Master Common Area;
5. Publicly dedicate all or any part of the Master Common Area to any public agency for

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such purposes and subject to such conditions as may be agreed to by the Master Board, as reflected by an instrument signed by a majority of the Master Board of Directors and recorded;

1. Abandon an easement or portion thereof by executing and recording a proper and appropriate instrument **in** the Office of the Recorder of Deeds of St. Charles County, Missouri, and when such abandonment is approved by any public agency to which the easement is dedicated;
2. To prevent and defend, in their own names or that of the Master Association, as may be required by law for the pursuit of such action, any infringement and to compel the performance of any restrictions set out herein. This provision is intended to be cumulative and not to limit the right of any Owner to proceed in his or her own behalf, but the power and authority herein granted to the Master Board of Directors is intended to be discretionary and not mandatory The costs and expenses incurred by the Master Board of Directors in any such proceeding shall be refanded out of any costs or damages recovered or may be paid out of any general fund then on hand or thereafter collected by general assessment against the Owners;
3. Clean up and remove rubbish, debris, grass, growth and weeds, and to mow, trim, cut back, remove, plant, replace and maintain trees, shrubbery, lawns, and flowers upon any part of the Master Common Area, and otherwise to maintain, improve, and keep in good repair all facilities located within the Master Common Area;

(l) Receive, hold, convey, dispose of, and administer in trust for any purpose mentioned herein any gift, grant, conveyance, or donation of money or real or personal properties;

1. Exercise for the Master Association all powers, duties, and authority vested in or delegated to the Master Association and not reserved to the membership by other provisions of the By-Laws or by the Articles of Incorporation of the Corporation;
2. As more folly provided herein to establish, levy, collect, and enforce the Assessments and Special Assessments authorized herein:
3. Cause all officers or employees having fiscal responsibilities to be bonded, as they

deem approariate

1. administer the affairs of the Master Association and of the Master Common Area,
2. formulate policies for the maintenance, management, operation, repair and replacement of the Master Common Area and improvements and obtain such servi.ces that provide for the public health, safety and welfare of the Master Common Area as the Master Board of Directors may consider advisable,

(0) provide for payments for all maintenance, management, operation, repair and

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replacement of the Master Common Area and improvements and also the collection and payment of any Assessment or Special Assessment pursuant to this Master Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;

* 1. 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 Master Common Area 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);
  2. 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,
  3. collect funds owing to the Master Association from persons or entities other than Owners who, by provision of this Deciaration, are entitled to use the Master Common Area and who are obligated to share in expense for the improvement and maintenance of the Master Common Area;
  4. grant easements and rights-of-way over the Master Common Area to such utility companies or public agencies or others as the Master Board of Directors shall deem necessary or appropriate;
  5. make all contracts and incur all liabilities necessary, related, or incidental to exercise the Master Board of Directors' power and duties hereunder;
  6. obtain, in the Master Board of Directors' discretion, adequate liability and hazard insurance on the Master Common Area, as well as insurance protecting the Master Board of Directors from any and all claims for damages a,'ising out of any decision, act, or failure to act, of the Master Board of Directors acting in their capacity as directors;
  7. exercise all other necessary or appropriate powers and duties commonly exercised by a board of directors and all powers and duties of the Master Board of Directors as stated in the Master Declaration;
  8. enforce the Master Declaration, and any and all restrictions governing the Master Common Area and to take any and all necessary steps to secure the enforcement and compliance of the same, and
  9. exercise any and al! other powers or acts as are authorized by the Master Declaration.
  10. Restrictions The powers described in Section 2 hereof are restricted as follows:

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* + 1. The :\faster Board of Directors shall not authorize or permit the Master Association to engage ir: any activity not permitted to be transacted by the Articles ofincorporation of the Corporation or by a Corporation organized under The Missouri Nonprofit Corporation Act;
    2. None of the powers of the Master 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 Master Association; and
    3. All income and the property of the Master Association shall be applied exclusively for its not-for-profit purposes No part of the net earnings or other assets of the Master 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 Master **Association.**

4, Number, Qualifications, Selections, Voting Power, Terms of Offices and Vacancies, Each Director named in the Articles oflncorporation of the Corporation shall hold office, unless sooner replaced or removed by Developer or disqualified, until six months after nine:y-five percent (95%) of the Lots or Units in the Subdivision are sold by the Developer to a third party ("Developer Directors"), In addition to the foregoing directors, each Board of Directors of each of the Associations shall annually select one of their directors to serve on the Master Board of Directors ("Association Directors"), All Association Directors shaH serve until the expiration or earlier termination of his or her term as a member of the Board of Directors of his or her respective Association, as the case may be, The Directors of each Association shall choose from among themselves to fill vacancies that may occur with respect to their representative to the Master Board ofDirectors, Each of the Developer Directors shall have three votes on the Master Board and each Association Director shall have one vote on the Master Board, In the case of a tie vote on the Master Board, the President of the Master Association shall break the tie

5, Compensation, Neither Developer Directors nor Association Directors as such shall receive any stated salaries for their services; but nothing herein contained shall be construed to preclude any such Director(s) from serving the Master Association in any other capacity and receiving compensation therefor, Any Director on the Master Board of Directors may be reimbursed for his or her actual expenses reasonably incurred in attending meetings and in rendering services to the Master Association in the administration of its affairs,

6 Resignati,on, Any Director may resign from the Master Board of Directors; such /. ,,,, resignation shall be in writing and shall be effective immediateiy or upon it> acceptance by the

Master Board of Directors, as such resignation shall provide,

7, Quorum A majority of the number of Developer Directors fixed by this Declaration shall constitute a quorum for the transaction of business while Developer Directors still serve on the Board and the act of a majority of Association and Developer Directors at a meeting at which a qt:orum is present shall be the act of the Master Board of Directors, provided,

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not·withstanding the foregoing, when no Developer Directors remain on the Master Board, a majority of Associatior. Directors shall be required to have a quorum. In the absence of a quorum, a majority of the Master 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 tbrty 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.

1. Actions without Meetings. Any action which is required to or may be taken at a meetir.g of the Master 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 Master Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held
2. Records. The Master Board of Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Master Common Area, 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 or Unit, at convenient hours on week-days. Payment vouchers may be approved in such manner as the Master Boa.rd of Directors may detennine.

ARTICLE IV

BUDGET, ASSESSMENTS A1'-<TI SUBDIVISIO LIEN

Creation of the Subdivision Lien. Each Owner of a Lot or 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 to the Master Association (I) regular assessments and charges (including, without limitation, assessments for the improvement, betterment, upkeep, maintenance, repair and replacement of Master Common Area and improvements therein ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot or Unit and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot or Unit against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together v,,ith interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot or Unit at the time the Assessment or Special Assessment became due. Notwithstanding the foregoing, no Assessments or Special Assessments shall be charged against Lots or Units owned by Developer and Developer shall have no obligation to pay Assessments or Special Assessments relating to Lots or Units owned by Developer at any time.

2 Purpose of Assessment The Assessments levied by the 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 Master

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Cornman Area, any recreational facilities constructed by Developer or the Association for use by the Ov,mers and otherwise to fulfill and perform the Master Association's rights, duties, obligations and functions pursuant to this Master Declaration.

3 Establislm1ent of Budget and Assessments.

1. Unless the Master Board of Directors otherwise decides, the fiscal year of the Master Association shall be a calendar year On or before the end of each Assessment Year, the Master Board of 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 Master 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 Ov,mers on an individual or separate basis rather than a common basis) and 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 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 Master Board of Directors. To the extent that the Assessments and other cash income collected from the Ov,mers during the preceding years shall haw 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.
2. Notwithstanding any term, provision or condition hereof to the contrary, the Master Board may, in i's sole discretion, elect to delegate the levying and collecting of the Assessmen:s andior Special Assessments to one or more Associations for particular Villages. If so delegated, the Association for such Village shall have an absolute duty to levy and co!lect such Assessments or Special Assessments, as the case may be, and shall, at the Master Board's eiection, be jointly and severally responsible and liable along with the delinquent Owner for any nonpayment thereof
3. Unless delegated for collection as specified hereinabove, the Owners of each Lot or Unit, as applicable, shall pay, on or before the l st day of each Assessment Year, as such Lot's or Unit's respective annual Assessment, such Lot's or Unit's share of the estimated annual budget for each Assessment Year as estimated and determined by the Board and approved by the Directors
4. The Master Board of Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (l O¾) in ru'1y given Assessment Year only by approval of at least two-thirds of each of the Boards of Direc'.ors of Associations whose Villages are affected thereby and by a majority of the Master

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Board at a meeting at which a quorum of each Board is present *in* accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Master Board of 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 tnist on any Lot or Unit shall receive at no cost, ifit so requests in writing, said statement from the Master Board of Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Lot or Unit shall pay, as the respective annual Assessment for such Lot or Unit, such Lot's or Unit's share of the expenses for such Assessment Year as shown by the ar,m;al budget In the event that the Master Board of 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 otherv:ise directed by the Master Board of Directors.

1. The Master Board of Directors shall cause to be kept a separate account for each Lot or Unit shmving the respective Assessments charged to and paid by the Owners of such Lot or Unit, and the status of such account from time to time. Upon ten (10) days written notice to the Master Board of 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 or Unit shall be furnished a statement of the respective account for such Lot or Unit setting forth the an1ount of any unpaid Assessments that may be due and owing
2. In the event that during the course of any Assessment Year, it shall appear to the Master Board of Directors that the montrJy 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 Master Board of Directors

* 1. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assess:nent 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 Master Common Area during that year including fixtures and personal property related thereto, provided that Special Assessments shall be approved by at least two-thirds of each of the Boards of Directors of Associations whose Villages are affected thereby and by a majority of the Master Board at a meeting of each such Board at which a quorum is present.
  2. Uniform Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots or Units within a Village, provided, however, the Master Board may, in the Master Board's discretion, set different rates for Assessments and Special Assessments among

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different Villages to pay for the costs associated with improvements that are unique to one Viilage and not generally benefitting all Villages. For example, by way of illustration only and not limitation, if any Village has private streets, the Master Board may set the rate of Assessment or Special Assessment for such Village at a different rate from those of other Villages, in the Master Board's discretion, to provide for the maintenance of such streets. Notwithstanding the foregoing, the fact that a swimming pool, club house, nature area, path or other recreational amenity may be located in one Village and not another shall not be a basis upon which to set different rates of Assessments or Special Assessments as the swimming pool, club house, nature area, path or other recreational amenity is available and intended to be used by all Owners in the Subdivision.

* 1. Commencement of Aru,ual Assessments. Each Owner shall pay his :'irst annual Assessment upon the dosing of the purchase of his Lot or Unit, adjusted according to tl:e 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 or 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 Owners
  2. Non-pavment of Assessments. Any Assessment or 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 often percent (10%) per annum, or (ii) the maximum rate per annum allowed by law. The Master Association and the Master Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaratior., the Declaration of Covenants for any particular Village if the levying and collecting of Assessments and/or Special Assessments has been delegated to the A.ssociation Board of Directors for such Village, 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 or 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 Ov,ner, his family, guests and invitees to use the improvements and recreational facilities ;!1 the Master Common Area shall be automatically suspended for any period during which any assessment against such Owner's Lot or Unit remains unpaid after the date the same is due. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot, Unit, Master Common Area, or the Common Area. Jn the event the Master Association Board of Directors has elected to delegate the levying and collecting of Assessments and/or Special Assessmer.ts to an Association, and thereby impose on the Association the duty, expense and risk of collecting Assessments and/or Special Assessments, as the case may be, the Master Association may, at its sole option, elect to enforce any rights or remedies provided to the Association in its Declaration or at law or in equity to coilect unpaid assessments levied by or on behalf of the Master Association against any Owner who is delinquent or against the Association itself, including, l:;ut not limited to, the right to foreclose the lien against the defaulting Owner's Lot, Unit or the Common Area in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo.

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1. Unexpended Assessments and Special Assessments. *All* fJnds paid from time to time by Q7,11ers for Assessments and Special Assessments, from time to time on hand and unexpended shali be deemed to be 07.11ed equally and in common by the Owners.
2. Subordination of the Lien to Mortgages. The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot or Unit Sale or transfer of any Lot or Unit shall not affect the liens for Assessments or Special Assessments; however, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer but shall not relieve the Owner of such Lot or Unit at the time of the levying of such Assessment or Special Assessment of personal liability therefor No sale or transfer shall relieve such Lot or Unit from liability for any Assessments or Special Assessments thereafter becorr,jng due or from the lien thereof

ARTICLE V

GOLF COURSE EASEMENT *I* WAIYER OF LIABILITY

Grant of Easement. The Master Common Area is 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 the Master Common Area. All golfers using the Golf Course shall have an irrevocable, permanent easement to enter onto, over, across, upon and through the Master Common Area 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 the Master Common Area. The Master Common Area is farther burdened with an

irrevocable, permanent easement for ingress a:1d egress and drainage in favor of the Golf Course, its owners, managers, ar.d 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 *ofthis* Declaration to the contrary, the Master Common A.rea abutting the Golf Course is 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 Liabilitv The Declarant and the Villages of Dardenne Master Homeowners Association and wy successor i:i 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 causes 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 Master Corrmon Area, (ii) improper design of the Golf Course, (iii) the level of skill of any golfer (regardless of whether such golfer has the pennission of the management to use the Golf Course), (iv) trespass by cL,y golfer on the Master Comrnon Area, or (v) negligence of the owner

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or management of the Golf Course, that may result from property damage or personal irjury from golf balls (regardless of number) hit on the Master Common Area or from the exercise by any golfer of the easer.1ents granted hereby

###### ARTICLE VI

BENEFIT AJ® BURDEN

The encumbrances herein set forth shall be deemed to run with the land and burden the Master Common Area and Subdivisions, as appropriate, as the servient tenement and benefit the respective Lots, Units and such other parcels of real estate that are designed by Declarant for residential occupancy as part of the Villages at Dardenne development as the dominant tenement.

###### ARTICLE V1I

DURATION, A.c'vfENDMENT, MU TERMINATION

1. Duration and Amendment. This Declaration, and the restrictions, limitations, conditions, and covenants herein contained, shall be and remain in force and effect perpetually from the date of recordation hereof The provisions of this Declaration may be altered, modified, amended, added to, released, discontinued, terminated, or extended by (i) the Owners of a majority of the Lots and Units executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Recorder of Deeds of St Charles County, Missouri, after approval of the same by a majority of the then Master Board of Directors, provided, however, that no such alteration, modification, addition, release, termination, or extension, shall conflict with the terms of the Articles of Incorporation or By-Laws of the Corporation, or (ii) the Developer without the necessity of any consent of :he Owners or any mortgagee so long as the Developer owns any Lots or Units in the Subdivision
2. Additions to Master Common Area and Subdivision. The Declaram may cause additional property or properties to be made subject to this Declaration and become part of the Master Common Area and 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 all or any part of the Subdivision. The property or properties thus added may include facilities which are to constitute a portion of the Master Common Areas. An amendment to this Declaration which adds Master Common Areas to the Subdivision may contain special covenants and restrictions as to such Master Common Areas

ARTICLE VIII

###### SEVERABfLlTY

The restriction, limitation, conditions, and covenants contained in this Declaration are to be construed independently, and in the event that any of them shall be declared void or for any

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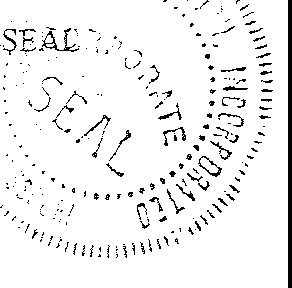
reason unenforceable, the validity and binding effect of the other restnct10ns, l1m1tat10n,

conditions, and covenants shall not be thereby impaired or affected. The waiver or failure to

"0 nf crce a breach of an.v restriction, s conditions, covenants, or easements shall not be a waiver of any subsequent breach of the restrictions, conditions, covenants, easements, or limitations herein

set ford1.

[N WITNESS WHEREOF, the undersigned person has executed this Declaration as of the day and year first above v.Titten.

WHITTAKER CONSTRUCTION, INCORPORATED

By: *i\_ c::J-.LfL:u,'-'..u/JJi;2/ ( V-lc,oL'•. '*--­

Its: Gregory 'hittaker, Co-President

DEVELOPER

###### STA TE OF MISSOURJ

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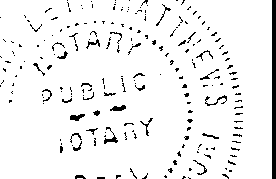
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On this *d*-*S,*'*K* day of August, l 997, before me appeared Gregory G. \V},jttaker w'i.o being by me duly sworn, did say that he is the Co-President of Whittaker Construction, Incorporcted, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and

sealed in behalf of said corporation, by authority of its Board of Directors; and said Gregory G. Whittaker acknowledged said instrumen: 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.

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Notary Public

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EXHIBIT A

The following parcels of real estate situated in St. Charles County, Missouri, described as foilows

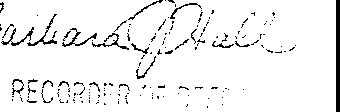
Cornmon Ground "B" and Storm Water Detention Area as shown on the plat of'v1LLAGES AT DARDE.'<NE - O,'\KLA\_;'\l) VILLAGE recorded in Plat Book 33, Page 192 of the St. Charles County Recorder of Deeds Office.

Comrnon Ground & Drainage Esmt Area "B" as shown on the plat of VILLAGES AT DARDE1'.Nt - BATES V1LLAGE recorded in Plat Book 33, Page 352 of the St. Charles County Recocder of Deeds Office

Master Common Area A, Master Common ,¾ea B, and Master Common A.rea C as shown on the Plat of V1LLAGES AT DARDENNt - CHE1'i"EAUX VILLAGE recorded in Plat Book *3 cf* Page dB9 of the St. Charles County Recorder of Deeds Office.



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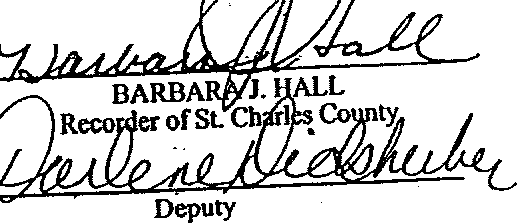
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State of Missouri } County of SI. Charles

I hereby certify that this instrument was

FILED FOR RECORD and is RECORDED on

the Date and Time and in the Book and Page as



Stamped hereon



'. ,,

THE VILLAGES AT DARDENNE MASTER HOMEOWNERS ASSOCIATION BYLAWS

(Incorporated under the Laws of Missouri) Adopted: August 27, 1997

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BYLAWS

**OF**

THE VILLAGES AT DARDENNE MASTER HOMEOWNERS ASSOCIATION

ARTICLE I DEFINITIONS

The terms defined in the Declaration of Covenants, Conditions and Restrictions for The Villages at Dardenne Master Homeowners Association dated as of August 27, 1997, and recorded in the Office of the Recorder of Deeds for the County of St.

Charles, Missouri, Book 1972, Page 1563 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 Slate 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 Ill PURPOSES

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

ARTICLE IV BOARD OF DIRECTORS

Section 1. Powers. Except as may otherwise provided in the Articles of Incorporation of the Corporation, the property and affairs of the Corporation shall be managed by the Master Board of Directors of the Master Association. The Master 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 Corporation, or the Bylaws, to supervise, control, direct, and manage the property of the Corporation, the affairs and activities of the Corporation, to determine the policies of the Corporation, to do or cause to be done any and all lawful things for and on behalf of the Corporation, 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 including, but not limited to, the right to:

* 1. Adopt and publish rules and regulations governing the use of the Master Common Area, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
  2. Suspend the voting rights and right to use of the Master Common Area of an Owner during any period in which such Owner shall be in default of the payment of any Assessment levied by the Master Association or any relevant Association.
  3. Prescribe and enforce reasonable rules and regulations with respect to the amenities, within the Master Common Area as is necessary to maintain, supervise, and insure the proper use of such amenities by the Owners and occupants of Lots and Units and by necessary public utilities, including the right (to themselves and to others to whom they may grant permission) to construct, operate, and maintain on, over, and under said area sewers, pipes, wires, and other facilities and public utilities for service to the Master Common Area;
  4. To construct, reconstruct, operate, manage, maintain, repair, and replace paths, storm sewers, pavement, curbing, street lights, gutters, or other improvements in and upon the Master Common Area. To construct, operate, manage, reconstruct, maintain, repair and replace appropriate gates or entranceways at all or any of the points where said paths terminate or intersect any public street or highway; to exercise full authority over entrances to the Master Common Area now or hereinafter existing from any adjoining public highways or other means of entry; and to plant, grow, and preserve trees and shrubbery in any appropriate places in or upon said paths, parkways, and all other Master Common Area;
  5. Publicly dedicate all or any part of the Master Common Area to any public agency for such purposes and subject to such conditions as may be agreed to by the Master Board, as reflected by an instrument signed by a majority of the Master Board of Directors and recorded;
  6. Abandon an easement or portion thereof by executing and recording a proper and appropriate instrument in the Office of the Recorder of Deeds of St. Charles County, Missouri, and when such abandonment is approved by any public agency to which the easement is dedicated;
  7. To prevent and defend, in their own names or that of the Master Association, as may be required by law for the pursuit of such action, any infringement and to compel the performance of any restrictions set out herein. This provision is intended to be cumulative and not to limit the right of any Owner to proceed in his or her own behalf, but the power and authority herein granted to the Master Board of Directors is intended to be discretionary and not mandatory. The costs and expenses incurred by the Master Board of Directors in any such proceeding shall be refunded out of any costs or damages recovered or may be paid out of any general fund then on hand or thereafter collected by general assessment against the Owners;
  8. Clean up and remove rubbish, debris, grass, growth and weeds, and to mow, trim, cut back, remove, plant, replace and maintain trees, shrubbery, lawns, and flowers upon any part of the Master Common Area, and otherwise to maintain, improve, and keep in good repair all facilities located within the Master Common Area;
  9. Receive, hold, convey, dispose of, and administer in trust for any purpose mentioned herein any gift, grant, conveyance, or donation of money or real or personal properties;
  10. Exercise for the Master Association all powers, duties, and authority vested in or delegated to the Master Association and not reserved to the membership by other provisions of the By-Laws or by the Articles of Incorporation of the Corporation;
  11. As more fully provided herein to establish, levy, collect, and enforce the Assessments and Special Assessments authorized herein;
  12. Cause all officers or employees having fiscal responsibilities to be bonded, as they deem appropriate.
  13. administer the affairs of the Master Association and of the Master Common

Area;

* 1. formulate policies for the maintenance, management, operation, repair and replacement of the Master Common Area and improvements and obtain such services that provide for the public health, safety and welfare of the Master Common Area as the Master Board of Directors may consider advisable;

(0) provide for payments for all maintenance, management, operation, repair and replacement of the Master Common Area and improvements and also the

collection and payment of any Assessment or Special Assessment pursuant to this Master Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;

* + 1. 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 Master Common Area 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);

* + 1. 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;
    2. collect funds owing to the Master Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Master Common Area and who are obligated to share in expense for the improvement and maintenance of the Master Common Area;
    3. grant easements and rights-of-way over the Master Common Area to such utility companies or public agencies or others as the Master Board of Directors shall deem necessary or appropriate;
    4. make all contracts and incur all liabilities necessary, related, or incidental to exercise the Master Board of Directors' power and duties hereunder;
    5. obtain, in the Master Board of Directors' discretion, adequate liability and hazard insuram:e on the Master Common Area, as well as insurance protecting the Master Board of Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Master Board of Directors acting in their capacity as directors;
    6. exercise all other necessary or appropriate powers and duties commonly exercised by a board of directors and all powers and duties of the Master Board of Directors as stated in the Master Declaration;
    7. enforce the Master Declaration, and any and all restrictions governing the Master Common Area and to take any and all necessary steps to secure the enforcement and compliance of the same; and

1. exercise any and all other powers or acts as are authorized by the Master Declaration.

Section 2. Restrictions. The powers described in Section 1 hereof are restricted as follows:

* 1. The Master Board of Directors shall not authorize or permit the Master

Association to engage in any activity not permitted to be transacted by the Articles of Incorporation of the Corporation or by a Corporation organized under The Missouri

Nonprofit Corporation Act;

* 1. None of the powers of the Master 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 Master Association; and
  2. All income and the property of the Master Association shall be applied exclusively for its not-for-profit purposes. No part of the net earnings or other assets of the Master 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 Master Association.

Section 3. Self-Per:petuating Board of Directors. Owners shall not vote for Directors and in lieu of such vote, the Master Association shall have a self-perpetuating Board of Directors, selected as provided in Section 4 hereof.

Section 4. Number, Qualifications, Selections, Voting Power, Terms of Offices and Vacancies. Each Director named in the Articles of Incorporation of the Corporation shall hold office, unless sooner replaced or removed by Developer or disqualified, until six months after ninety-five percent (95%) of the Lots or Units in the Subdivision are sold by the Developer to a third party ("Developer Directors"). In addition to the foregoing directors, each Board of Directors of each of the Associations shall annually select one of their directors to serve on the Master Board of Directors ("Association Directors"). All Association Directors shall serve until the expiration or earlier termination of his or her term as a member of the Board of Directors of his or her respective Association, as the case may be. The Directors of each Association shall choose from among themselves to fill vacancies that may occur with respect to their representative to the Master Board of Directors. Each of the Developer Directors shall have three votes on the Master Board and each Association Director shall have one vote on the Master Board. In the case of a tie vote on the Master Board, the President of the Master Association shall break the tie.

Section 5. Compensation. Neither Developer Directors nor Association Directors as such shall receive any stated salaries for their services; but nothing herein contained shall be construed to preclude any such Director(s) from serving the Master Association in any other capacity and receiving compensation therefor. Any Director on the Master Board of Directors may be reimbursed for his or her actual expenses

reasonably incurred in attending meetings and in rendering services to the Master Association in the administration of its affairs.

Section 6. 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 V 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.·

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Special meetings of the Board of Directors may be called by the President of the

Association or at the request of Directors having a majority of votes on the Board. The person or persons authorized to calf 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.

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Section 3. Notice.

Notice of any special meeting of the Board of Directors shall be given at least seventy-two (72) 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. A majority of the number of Developer Directors fixed by the Declaration shall constitute a quorum for the transaction of business while Developer Directors still serve on the Board and the act of a majority of Association and Developer DirElctors at a meeting at which a quorum is present shall be the act of the Master Board of Directors, provided, notwithstanding the foregoing, when no Developer Directors remain on the Master Board, a majority of Association Directors shall be required to have a quorum. In the absence of a quorum, a majority of the Master 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.

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 dale. Al 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 Association Director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for vote of the Directors and each Developer Director shall be entitled to cast three votes 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 ata 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 VI 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 the Board of Directors 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.



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



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.

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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.



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

ARTICLE VII OFFICERS

Section 1. Officers.

The officers of the Association shall be a President, a Vice-President, 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

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Treasurers, as it shall deem desirable, such officers to have the authority and ;;,, ·*/* performthe duties prescribed, from time to time, by the Board of Directors. Any two *oc;r*

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 meeting of the Association at which Association Directors are participating 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 lime by

giving written n\_otice to the Board. Such resignation shall take effect on the date of *$*

receipt of such notice or at any later tinie specified therein, and unless otherwise *'7"*

specified therei"in, 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 anq be responsible for all funds and securities of the Association; shall sign all checks ani:1 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 VIII 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 which shall be furnished to the Secretary by such Director; 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 VIII 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 IX BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings the 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 Owner 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 Owner at the Association's principal office at any reasonable time, where copies may be purchased at reasonable cost.

ARTICLE X 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 lime slated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI 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 XII 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 at which a quorum of Directors is present in person, by proxy, or by the consent of all of the Directors in wr!ting.

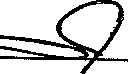
Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between the Articles of Incorporation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

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CERTIFICATE

The foregoing Bylaws were duly adopted as and for the Bylaws of The Villages at Dardenne Master Homeowners Association by the Board of Directors of said

Association at its initial meeting held on *Oudusf* a 7 , 1997.

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**Policy and Procedures**

***Club House:***

Any resident of the Villages @ Dardenne that is in good standing with the Board of Directors both Master and Sub-association level may at anytime rent the Club House for private or profit driven organization.

Any resident who is wanting to rental/utilize the Chili House must fill out and sign the paperwork at the time of scheduling with the management company.

As long as the Club House is not utilized by a paying renter, any resident who is in good standing with the Board of Directors may utilize the Club House to any social event that is open to either the said subdivision or the residents of the Villages at Dardenne. The social event cannot be a private party or a profit driven party.

Only a resident who is in good standing may rent the Club House no less than 7 days in advance so as to give ample time to notify a non-rental event.

Any Master Board or Sub=Association meeting must be scheduled no less than 14 days in advance so as to give ample time to notify a non-rental event.

The Board of Directors recognizes 3 groups who current utilize the Club House at no charge at a week/monthly basis.

Monday afternoon Prairie Villas Ladies card game Tuesday afternoon Monthly Ladies sewing group

Thursday afternoon Men's card game (Winter months only)

The Club House will be rented out at the rate of$25.00 per hour with no less than 1 hour for setup/cleanup to be included. A $200.00 deposit is to be submitted at the time of scheduling the event, to be returned as long as no damage was done during the event.

If any damage was done to the Club House during the time of the event, a portion of the

deposit will be deducted for repairs. See price listing. *?* 1"¼--<-<./.c.,t h! *r )J-.*

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NO damage done other than the normal use - refund total amount of $200.00 deposit

Bathroom left dirty after event - $25.00 deducted from deposit Kitchen left dirty after event - $25.00 deducted from deposit Carpet not vacuumed after event - $25.00 deducted from deposit

Stains to the carpet that are unable to be removed from regular schedule carpet cleaning -

$100.00 deducted from deposit

Damage to walls - $50.00 deducted from deposit Damage to windows- $100.00 deducted from deposit Damage to furniture - $100.00 deducted from deposit