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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DARDENNE LANDING
ST. CHARLES COUNTY, MISSOURI

This Indenture, made and entered into this 1st day of December, 2000, by and between TAYLOR-MUELLER HOMES, L.L.C. and TMHI, L.L.C., Missouri Limited Liability Companies, hereinafter referred to as "Owner" and, Nickolas A. Dalba, Jr., Forrest E. Mueller, and Mark Kaufer, hereinafter referred to as "Trustees".

WITNESSETH:

Whereas, the Village of Dardenne Prairie, of St. Charles County, Missouri, by Ordinance Number 427 dated the 1st day of February, 2000, approved the final plat of Dardenne Landing, as described hereon, so that the plat of said tract many now be recorded, and

Whereas, Owner has recorded the plat of Dardenne Landing on the 12th day of June, 2000, as daily No. 34992 in the St. Charles County Recorder's office, pursuant to and in conformity with the aforesaid Order of the Village of Dardenne Prairie, and the County Clerk of St. Charles County Missouri and

Whereas, said Dardenne Landing Subdivision consists of the following tract of land in St. Charles County, Missouri, to-wit:

A tract of land being part of the fractional Section 1, of township 46 North, Range 1 East, St. Charles County, Missouri and being described as follows:

Whereas, there is designated, established, and recited on the recorded plat of Dardenne Landing certain roadways and easements which are for the exclusive use and benefit of the owner and residents of Dardenne Landing, except those roadways and easements which are or may hereafter be dedicated to public bodies and agencies and which have been provided for the purpose of constructing, maintaining and operating pipes, storm water drainage, and other facilities and public utilities for the use and benefit of the lot owners and residents of Dardenne Landing, and

Whereas, it is the purpose of this indenture to preserve said tract of land as a residential neighborhood and to protect the same against certain uses by the adoption of a sound and scheme of restrictions, and to apply that plan and scheme of restrictions to the land within Dardenne Landing and mutually to benefit guard, and restrict present and future lot owners of said Subdivision and to foster their health, welfare and safety, and

Whereas, all reservations, restrictions, conditions, easements and covenants herein contained and all of which are sometimes hereinafter termed restrictions are jointly and severally for the benefits of all persons who may purchase, hold, or reside upon any of the lots in future additions to this Subdivision.

| 314-581-1077 cell phone
Forrest Mueller

Now, therefore, in consideration of the premises and the mutual promises, covenants, and agreements made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns and for and on behalf of all persons who may thereafter derive title to or otherwise hold through them, together with their heirs, successors, and assigns as follows, to wit:

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

2. Addition to Existing Property. The Developer may from time to time cause additional properties to be made subject to the terms of this Declaration, as such may be amended from time to time, by executing and recording an amendment to this Declaration provided that the Developer shall be under no obligation to add additional land to the Subdivision.

ARTICLE I DEFINITIONS

1. "Assessment Year" shall mean the calendar year.

2. "Association" shall mean the Dardenne Landing Homeowners Association, a Missouri Not-for-Profit Corporation, its successors and assigns.

3. "Board of Directors" or "Directors" shall mean the Board of Directors of the Association.

4. "Common Area" shall mean all real property (including the improvements thereto) presently or hereafter owned by the Association, in trust; for the common use, benefit and enjoyment of the Owners (as hereinafter defined), subject, however, to the uses, reservations, limitations, easements, conditions, and restrictions hereinafter provided in this Declaration. The Common Area to be owned in trust by the Association for the benefit of the Owners at the time of the conveyance of the first Lot (as hereinafter defined) is more particularly described on the Subdivision Plat (as hereinafter defined).

5. "Declarant", also known and defined as "Developer" herein, shall mean Taylor-Mueller Homes, L.L.C. and TMH I, L.L.C., Missouri Limited Liability Companies, its successor or assign, provided Taylor-Mueller Homes, L.L.C. and TMH I, L.L.C. designates such successor or assign as a Declarant for purposes of this Declaration in an instrument executed and acknowledged by Taylor-Mueller Homes, L.L.C. and TMH I, L.L.C. and recorded in the office of the St. Charles County Recorder of Deeds.

6. "Member" shall mean an Owner in such Owner's capacity as a member of the Association as provided in Article IV.

7. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision (as hereinafter defined), except that, where a Lot is being sold on a contract for deed and the contract vendee is in possession of the Lot, then the vendee and not the vendor shall be deemed the "Owner".

8. "Residence" or "residences" shall mean the single-family dwellings constructed upon lots located within the Subdivision.

9. "Subdivision Plat" shall mean the plat of Dardenne Landing Subdivision as previously described afore, and shall include any subsequent plats of the Properties.

10. "Subdivision" shall mean and refer to Dardenne Landing Subdivision, as shown on the Subdivision Plat.

11. "Lot" shall mean the separately designed and numbered Lots shown upon any Subdivision Plat (as hereinafter defined) of the subdivision (as hereinafter defined).

ARTICLE II BOARD OF DIRECTORS

1. Number and Term. The board of Directors of the Association shall, except as otherwise provided herein, consist of at least three (3) persons, and each Director shall hold office for a term of one year and, in any event, until his successor shall be elected (or appointed, as the case may be) and qualified. Each Director shall be elected or appointed as follows:

(a) Election of Directors by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors may be conducted by mail. In order to conduct an election by mail, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the owner(s) of the election and requesting nominations for the Board of Directors. The notice shall specify that nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations, the Board shall prepare a ballot containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice. The ballot shall have type upon it the address of the board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owners. The Board of Directors, in its sole discretion, selects, provided, in no

event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owners. The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the owner(s) then on file with the Association. Together with each ballot, the Board shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominee(s) by marking the ballot, the Owner(s) shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and results shall be announced to the Owners by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owners at the addresses of the Owner(s) then on file with the Association.

(b) At the point in time at which fifty percent (50%) of the Lots allowed in the Proposed Development Area are owned by Owners other than Declarant, then within ninety (90) days of such date (or at such earlier time as Declarant may elect) the Directors shall call a special election for the Association through which one (1) Director shall be elected by a majority vote of a quorum of Owners and the remaining two (2) Directors shall be appointed by Declarant. The Directors elected and appointed and qualified pursuant to subsection (c) of this Section 1 below;

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

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

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

2. Qualifications. Except for Directors appointed by the Declarant, Directors shall be elected from among the owners, shall be owners, and shall reside in the

Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.

3. Vacancies. Except as provided for in (Article II; paragraph 1) hereof, any vacancy occurring in the Board shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose.

4. Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by a majority of the Directors on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any Director may waive written notice of a meeting, or consent to the holding of a meeting without written notice, or consent in writing to any action of the Board without a meeting.

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

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

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

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

9. Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this declaration, to supervise, control, direct and manage the subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to

seek the effectuation of its objects and purposes, without limiting the generality of the foregoing, the Board of Directors may:

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

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

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

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

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

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

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

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

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

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

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

(t) Establish Architectural Control Committee - Review.

(i) Except as provided herein below, no Dwelling, building, fence, wall, other structure, construction or reconstruction of any kind shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition, demolition, change, expansion or alteration thereto or thereof be made until the plans and specifications showing the nature, in, shape, height, materials, and proposed final grades

and location of the same shall have been submitted to and approved in writing as a harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee.

(ii) Until transfer of control of the Association from Developer to Owners as provided herein above, the Board shall be composed of three members selected by the Developer who shall serve until replaced by Developer, in Developer's sole discretion. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or its successor whichever happens to be acting at the time. In the event said Committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof; approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding any terms, condition or provision of this Declaration to the contrary, no building, fence, wall other structure, construction or reconstruction of any kind, proposed or commenced, erected or maintained by Developer or any builder approved by Developer, and no addition, demolition, alteration, change or expansion thereof or thereto undertaken by Developer or a builder approved by Developer shall be subject to review or approval by the Architectural Control Committee, the Developer and any such builder approved by Developer being absolutely exempt from the requirements of this Section.

(iii) Transfer of Control. Within sixty (60) days after the election of the Directors of the Association by Owners other than the Developer, the Board of Directors shall appoint three (3) Members to the Architectural Control Committee who shall serve at the pleasure of the Board of Directors.

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

ARTICLE III PROPERTY RIGHTS

1. Owners' Easements. Each owner and each owner's family, guests and invitees shall have an exclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Area, which easement shall include, without limitation, (i) the rights of access to and from, and use of, such Common area; and (ii) the right of use utility, water, sewer, rainage and ponding easements therein. These rights and easements shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable there from and shall be subject to (i) the rights of the Declarant and Association as set forth in the Declaration; (ii) the

easements uses, limitations, conditions reservations and restrictions provided in this Declaration; (iii) the right of the Directors on behalf of the Association, to negotiate with any public agency for the dedication or conveyance of all or any part of the Common Area, for any public purpose, and to exclude such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners; (iv) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas; and (v) the right of the Association to suspend any Owner's voting rights and right of such Owner, his family, guests and invitees to use the recreational facilities for any period during which any assessment against such Owner's Lot remains unpaid; and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

2. Use of Easements. Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Area in a reasonable manner so as not to endanger or harm others create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by the Declaration by others authorized to use them.

3. Association Right to Grant Easements and Associations Easements Over Lots and Common Area. The Association shall have the right to grant permits, licenses and easements over the Common Area for utilities, roads, and other purposes necessary for the property operation of the Subdivision.

Until the Common Area is conveyed to the Association by the Declarant, a perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns to enter onto the common Area for the purpose of performing repairs or doing other work reasonably necessary for the proper maintenance of the Common Area and structures therein, including without limitation, repairs, landscaping and lawn care.

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

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

6. Conveyance of Title. Title to the Common Area shall be conveyed to the Association no later than the date of which Directors are elected by Owners. Upon termination of the Declaration, title to Common Area in each Subdivision Plat shall vest in the Owner of the Lot located therein, subject to the easements created by this Declaration and the Subdivision Plat.

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

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

9. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to the Developer and any builder approved by Developer a perpetual and nonexclusive easement over all Lots and any Common Area, for a distance of ten (10) feet behind any Lot line which parallels a street for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood, or masonry wall features and/or related landscaping.

ARTICLE IV MEMBERSHIP AND VOTING IN THE ASSOCIATION

1. Membership. Every Owner of a Lot that is within the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes. All Owners, other than the Declarant with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such owner shall be exercised as if the owner consists of only one person because only one vote is associated with each Lot. The Declarant shall have five (5) votes for every unsold Lot still under ownership.

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

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

5. Quorum. A quorum or Owners for any meeting shall consist of Owners having one-third (1/3) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-third (1/3) of the owners attend in person or by proxy.

ARTICLE V ASSESSMENTS

1. Creation of the Subdivision Lien. Except for the Developer and any Builder approved by Developer, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) regular assessments and charges (including, without limitation, assessments for the improvement, betterment, upkeep, maintenance, repair and replacement of Common Area and improvements therein) ("Assessments"), and (ii) 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 and improvements thereon and shall be, upon levying of the same by the Association, a continuing lien upon the Lot against which the Assessment and/or Special Assessment is made. Each such Assessment and/or Special Assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the same became due. Notwithstanding the foregoing, no Assessments or Special Assessments shall be charged against Lots owned by Developer or any builder approved by Developer, and neither the Developer nor any builder approved by Developer shall have any obligation to pay Assessments or Special Assessments relating to Lots owned at any time by Developer or any builder approved by Developer.

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

3. Establishment of Budget and Assessments.

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

been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

(b) Until commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article II, hereof, the Owner of each Lot shall pay, on or before the 1st day of each Assessment month, as such Lot's respective monthly Assessment, such Lot's share of the estimated budget for each Assessment year as estimated and determined by the Declarant and approved by the Directors. Notwithstanding any term, condition, or provision of this Declaration to the contrary, in the event the Developer does not prepare such estimated budget, the Assessment shall be Two Hundred Dollars (\$200.00) per Lot per year, provided, further, as set forth herein above, the Developer and all Lots owned by the Developer or any builder approved by Developer shall be exempt from any and all Assessments and Special Assessments payable under this Declaration.

(c) Upon commencement of the first Assessment Year after Declarant has transferred control of the Subdivision pursuant to Article II, hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment year only by approval by owners having at least two-thirds (2/3) for a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the owners not later than thirty (30) days prior to the beginning of such Assessment year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding month, and without further notice, the owners of each Lot shall pay, as the respective monthly Assessment for such Lot, such Lot's share of the expenses for such Assessment year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new assessments for any Assessment year, or shall be delayed in doing so, the Owners shall continue to pay each month the monthly Assessment as last determined. All owners shall pay the monthly Assessments to the managing agent or as may be otherwise directed by the Directors.

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

(e) In the event that during the course of any Assessment year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency

for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any addition Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

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

5. Uniform Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots within the Subdivision.

6. Commencement of Assessments. Each Owner shall pay his first annual Assessment upon the closing of the purchase of his Lot adjusted according to the number of months remaining in the assessment year.. Thereafter, monthly Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from the Declarant shall pay an initial set-up fee to be deposited with the Association which shall be in such amount as the Declarant shall determine but which shall be uniform for all Lot Owners.

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

8. Unexpended Assessments and Special Assessments. All funds paid from time to time by owners for Assessments and special Assessments, from time to time on

hand and unexpended shall be deemed to be owned equally and in common by the Owners.

9. Subordination to the lien to Mortgages. The liens of the Assessments and/or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments and/or Special Assessments, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments and/or Special Assessments as to payments which became due prior to such sale or transfer but shall not relieve the owner of such Lot at the time of the levying of such Assessment and/or Special Assessment of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any Assessments and/or Special Assessments thereafter becoming due or from the lien thereof.

10. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the officers of the Association are hereby authorized to file of record, as the case may be an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) to cover the costs of preparing the filing or recording of such release.

11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Area as defined in Article I; (c) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; and (d) all Lots owned by the Developer or any builder approved by Developer.

12. Violation of Declaration: Additional Assessment. Any Owner that is found in violation of any term or condition of this Declaration, will have ten (10) days to cure the violation or violations after notification in writing by the Board of Directors or Developer. If the violation is not remedied within that period, the Owner will be charged an assessment of Five Hundred Dollars (\$500) per month, per violation. If payment is not received within fifteen (15) days after the end of a one (1) month period, the assessment will become a lien on said Owner's Dwelling and be subject to the remedies as provided herein.

ARTICLE VI USE AND OTHER RESTRICTIONS

1. General Provisions. All of the Subdivision shall be subject to the following restrictions and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms,

provisions, covenants and restrictions which run with the land are perpetual and appurtenant to the Lots:

(a) Land Use. No Dwelling, building or structure shall be used for a purpose other than that for which the Dwelling, building or structure was originally designed, without the prior written approval of the Architectural Control Committee, provided, Lots or portions of Lots may be used by Developer or any builder approved by Developer, for temporary offices, display or model homes and/or entrance monuments.

(b) Obstruction of Traffic. No fence, wall, hedge or shrub planting higher than three (3) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Except as may be required to comply with the prior sentence, no living tree of a diameter of more than four (4) inches measured two (2) feet above ground level, lying outside the approved building or driveway shall be removed without the approval of the Architectural Control Committee unless the same is done by Developer or any builder approved by Developer;

(c) Nuisances. No obnoxious or offensive activity nor any activity in violation of law or ordinance shall be carried out, on or upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance, in the judgment of the Directors, to other Owners or inhabitants of Lots. Except for lighting plans prepared by the Developer, or any builder approved by Developer, all exterior lighting plans must be submitted to and approved by the Architectural Control Committee to insure that no exterior lighting shall be directed outside the boundaries of a Lot;

(d) Grades. Within any slope control area established by the Developer, or any builder approved by Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible;

(e) Fences Walls and Dog Runs. No fence or wall of any kind shall be erected, begun or permitted to remain upon any Lot unless approved by the Architectural Control Committee. Under no circumstances shall chain link fences be allowed in the Subdivision; all fences must be constructed of wood or vinyl material. Under no circumstances shall dog kennels, dog runs, dog pens or dog houses be permitted in the Subdivision;

(f) No Commercial Activities. No commercial activity of any kind shall be conducted in any dwelling (except for home occupations as provided in Article VI, Section 2 herein below and as otherwise provided in Article VI, Section 2, or any Lot or in the Common Area or elsewhere in the Subdivision), but nothing shall prevent any promotional activities by the Developer or any builder approved by Developer;

(g) Animals and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not exceed two (2) in number per Dwelling on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the Village of Dardenne Prairie, Missouri, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas. Under no circumstances shall any dog be left outside or boarded out of doors during the hours from sunset to sunrise the next day;

(h) Parking of Motor Vehicles, Boats and Trailers. Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail water, fuel or otherwise, including but not limited to, automobiles, boats, vessels, motor boats, sailboats, sailboards, canoes, kayaks, boat trailer, recreational vehicles, (RV's), sleds, recreational motor vehicles, vans, all-terrain vehicles (ATV's), motorcycles, motorized bicycles, motorcycles, dirt bikes, minibuses, tractors, truck tractors, trucks, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, provided, this shall not prohibit the parking in the driveway on the Lot of no more than one (1) passenger automobile, not to exceed $\frac{3}{4}$ tons in weight and containing no commercial advertising on the exterior thereof, licensed to the Owner of the Dwelling or a full-time resident thereof that is in operating condition. Notwithstanding the foregoing, such restriction on parking shall not apply (i) during periods of approved construction on the Lot, and (ii) to Developer or any builder approved by Developer, their respective agents or employees, (iii) to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services for a period not to exceed twenty-four (24) hours. No inoperable vehicles or apparatus may be kept, maintained or repaired anywhere in the Subdivision. In no event shall any vehicle be kept, maintained, repaired or serviced in or upon any road right-of-way as designed by the Plat;

(i) Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent hereby in writing by the Architectural Control Committee established hereby;

(j) No Laundry Poles. No permanent poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed or constructed on any Lot.

(k) Antennas. No outside radio antenna, television antennas, or satellite dish shall be erected, installed or constructed on any Lot without written consent of the Architectural Control Committee;

(l) Fuel Tanks. No tank, bottle or container of fuel shall be placed, erected, installed or constructed above the surface level of any Lot;

(m) Temporary Structures. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, shed or other outbuilding shall be built or placed upon any Lot without submitting to the Architectural Control Committee plans and specifications in writing and receiving approval by the said Architectural Control Committee. Under no circumstances may any such structure be used as a residence, either permanently or temporarily;

(n) Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot or Common Area; provided, however, that (i) this prohibition shall not apply to entrance monument signs erected by Developer or any builder approved by Developer for the Subdivision, (ii) the Architectural Control Committee may, in writing, waive this provision and give permission to allow an Owner to place a "For Sale" sign on such Owner's Lot so long as such sign is not more than five (5) square feet in size, and (iii) there shall be no restrictions on signs used by the Developer or builder approved by Developer to advertise the Subdivision during the construction, development and sales of Dwellings in the subdivision by the Developer or such builder;

(o) Drilling and Quarrying. No oil drilling, oil development operations, oil refining, quarrying or milling operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas may be erected, maintained or permitted upon any Lot;

(p) Dumping of rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall be kept in sanitary containers, or incinerators or other equipment for the storage or disposal of such material which equipment shall be kept in a clean and sanitary condition and out of view from the front of the Lot except for the day of trash pickup. All such containers shall be removed from view within twenty-four (24) hours after trash pickup;

(q) Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided, water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system;

(r) Water Supply. No individual water system shall be permitted on any Lot;

(s) Zoning Compliance. Except as this Declaration may more strictly require, each Owner shall maintain his Lot and Dwelling in compliance with all zoning ordinances and subdivision regulations of the Village of Dardenne Prairie, Missouri;

(t) Care and Appearance of the Premises. Each Owner shall maintain such Owner's Dwelling and all improvements, structures, drives, curbs, landscaping, lawn and grounds of such Owner's Lot in a neat and attractive manner. The Association shall have the right, upon ten (10) days' notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time, such action has not been taken by the Owner, at the expense of the Owner, to repair, maintain or restore the exterior of the Dwelling and any improvement, structure, drives, curbs, landscaping, lawn or grounds located on the Lot, including, without limitation, repainting any exteriors, resealing or resurfacing any drives, removing trash or rubbish, cutting grass, weeds and vegetation, and trimming or pruning any hedge or other planting that in the opinion of the Directors by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. In no event shall any grass, weeds, legume, ivy or ground cover vegetation be allowed to grow to a height in excess of six (6) inches. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved Lots, and to remove grass, weeds, and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Directors of the Association to keep such Lots in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand, and if not paid within ten (10) days thereof, then they shall become a lien upon the property affected, equal to priority to the lien provided for in article IV hereof and collected as stated therein;

(u) Private Driveways. All private driveways leading from streets to any garage on any Lot shall be paved with concrete, or if any other material, it must be approved by the Architectural Control Committee and installed and constructed according to generally accepted engineering principles and procedures;

(v) Trash. No building materials, trash or garbage may be buried within the Subdivision, and all building materials, trash, construction debris, refuse and garbage must be hauled off site;

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

(x) Change of Grade. No Owner, except Developer or any builder approved by Developer, shall alter or change any water course or finished grade without the express, written approval of the Directors.

2. Dwelling Restrictions. In addition to the General Provisions set forth herein above, all Dwellings shall be subject to the following restrictions:

(a) Land Use. None of said Lots may be improved, used or occupied for other than private residence purposes and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an Owner may use such Owner's Dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For purposes of this Declaration, a "home occupation" shall mean: Any occupation, business or commercial activity carried on at the Dwelling by a member of the immediate family residing at the Dwelling and no more than one (1) non related employee, which use is otherwise in compliance with all applicable laws, including, without limitation, the Zoning Ordinance of the Village of Dardenne Prairie, Missouri, provided, the following uses are forbidden:

- (1) Dog grooming;
- (2) Provision of care, instruction or training of more than five (5) children at one (1) time, not including the occupants of the Dwellings, whether or not for profit;
- (3) Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Dwelling;
- (4) Any manufacturing business;
- (5) Any repair shop operating on or from the Dwelling;
- (6) A clinic or hospital;
- (7) A barber shop or beauty parlor;
- (8) A stable, animal hospital, dog kennel or dovecote;
- (9) A restaurant;
- (10) Any activity that produces noxious matter or employs or produces flammable matter; and
- (11) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office.

(b) Height Limitation. Any Dwelling erected on any of said Lots shall not be more than two (2) levels in height above ground, provided, that (i) walkout basements shall not be included in calculating such height limitation, and (ii) a Dwelling more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Control Committee.

(c) Minimum building Size Requirements. Any Dwelling must conform to the following minimum enclosed floor area:

Ranches or one story	1600 square feet
Two-story	2200 square feet
Split-level or one and one-half story	1900 square feet

The words "enclosed floor area" as used herein shall mean and include any Dwelling enclosed and finished for all-year occupancy, computed on outside measurements of the Dwelling and shall not mean and include any area of basements, garages, porches or attics, provided, the interior stairwell leading to a finished basement landing not in excess of twenty (20) square feet may be included.

(d) Building Lines. No part of any Dwelling shall be located on any Lot nearer to the front street or the side street than the front building line or the side building line shown on the Plat; nor shall any part of any Dwelling be located on a Lot nearer than seven (7) feet to the side property line nor nearer than twenty-five (25) feet to the front property line. Provided, however, the following encumbered parts of any Dwelling may project over the above-described front, side and rear lines, for the distance shown, to-wit:

(1) Window Projections. Bay, bow or oriel, dormer and other projecting windows not exceeding one (1) story in height may project not to exceed four (4) feet.

(2) Miscellaneous Projections. Cornices, spouting, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes may project a distance not to exceed two (2) feet.

(e) Occupancy Prior to Completion of Residence. No dwelling may be occupied until a final inspection is obtained from the Village of Dardenne Prairie, Missouri or other applicable governmental authority having jurisdiction over the Subdivision.

(f) Uncompleted Structures. No Dwelling shall be permitted to stand in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no Dwelling shall be permitted to remain in a damaged condition longer than six (6) months. The outside exterior walls and trim shall be completely finished within one hundred eighty (180) days.

(g) Garages. All garages must be a minimum of a two (2) car garage, and must be attached to the Dwelling unless otherwise approved by the Architectural Control Committee. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. No carports will be allowed.

(h) Frontage. Except for dwellings built by Developer or any builder approved by Developer, all Dwellings shall front on the street on which they are located as shown on the Plat unless otherwise approved by the Architectural Control Committee. Similarly, except for Dwellings built by Developer or any builder approved by Developer, Dwellings located on corner lots shall front or present a good appearance on both streets unless otherwise approved by the Architectural Control Committee.

(i) Swimming Pools. In-ground pools shall be allowed, provided, (i) solid fences or other opaque screening devices built of new material and of a decorative character shall be erected to a height of six (6) feet for the purpose of screening any pool, and (ii) the plans and specifications for said fence or screening material and a sketch showing the proposed location of the same shall be approved in advance by the Architectural Control Committee with respect to (a) the quality of materials, (b) harmony of external design with existing Dwellings and improvements, and (c) their proximity to other Dwellings and improvements.

ARTICLE VII RESERVATION OF EXPENDITURES

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

ARTICLE VIII GENERAL PROVISIONS

The Directors or any Owner shall have the right to enforce by any proceeding at law or in equity, any of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The covenants and restrictions of this Declaration shall run with and bind the land subject hereto for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants and restrictions shall be automatically extended for successive periods of twenty (20) year each, unless an instrument signed by

the then Owners of sixty-five percent (65%) of the Lots has been recorded, agreeing to alter and/or terminate this Declaration. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement of termination has been sent to every Owner at least ninety (90) days in advance of any action taken.

So long as the Directors are those appointed by Declarant, this Declaration may only be amended by instrument signed by all three Directors, and recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri. Upon the election of Directors by the owners as set forth in Article II, any modification, amendment or change in the terms of the Declaration may be made by instrument approved by vote or amendment, signed by the Directors, and recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

TAYLOR-MUELLER HOMES, L.L.C.

NAME: John Mueller Corp
TITLE: Co-Manager
FORREST E MUELLER

TMH I, L.L.C.

BY: John Mueller Corp
NAME: FORREST E. MUELLER
TITLE: Co Manager

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

BOOK 2476 PAGE 1979

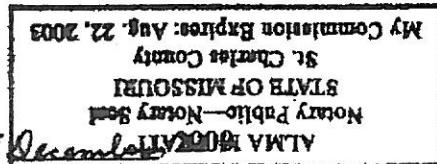
December

On this 14th day of November, 2000, before me appeared Forrest Mueller and _____ who being by me duly sworn, did say that they are the managing members of TAYLOR-MUELLER HOMES, L.L.C. and TMH I, L.L.C., Limited Liability Companies of the State of Missouri, and that said instrument was signed on behalf of said companies, by authority of its members; and said managing members acknowledged said instrument to be the free act and deed of said companies.

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

Alma M. Pratt
Notary Public

My commission expires: 8-22-03



Consented to and agreed to this 14th day of December, 2000.

TRUSTEES:

BY: Nickolas A. Dalba

NAME: Nickolas A. Dalba

TITLE: Trustee

BY: Mark Kaufer

NAME: Mark Kaufer

TITLE: Trustee

BY: Forrest E. Mueller

NAME: Forrest E. Mueller

TITLE: Trustee

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

DEC 14 2000

By Barbara Hall
Time 10:58 AM

END OF DOCUMENT

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE DARDENNE LANDING MASTER HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made and entered into as of this 11 day of November,
2000 by TAYLOR-MUELLER HOMES, L.L.C. and TMH I, L.L.C., Missouri Limited
Liability Companies ("Developer").

WITNESSETH:

WHEREAS, Developer has incorporated the Dardenne Landing Master Homeowners Association, a Missouri non-profit corporation (the "Corporation"), in order to provide dispute resolution and arbitration services for the benefit of the Owners of lots ("Lots") in the Villas of Dardenne Landing Subdivision ("Villas"), as recorded in Plat Book 37, Page 44, of the St. Charles County Records and the Dardenne Landing Subdivision ("Dardenne"), as recorded in Plat Book 37, Page 44, of the St. Charles County Records, hereinafter "Subdivision" as hereinafter defined, and

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

NOW, THEREFORE, Developer hereby declares the rights and obligations of the Corporation shall be as follows.

**ARTICLE I
DEFINITIONS**

1. "Association" shall mean and refer to The Villas at Dardenne Landing Homeowners Association and The Dardenne Landing Homeowners Association, Missouri Not-for-Profit Corporations, their respective successors and assigns.

2. "City" shall mean and refer to the Village of Dardenne Prairie, County of St. Charles, Missouri, a Village organized pursuant to the laws of the State of Missouri.

3. "Developer" shall mean and refer to TAYLOR-MUELLER HOMES, L.L.C. and TMH I, L.L.C., Missouri Limited Liability Companies, and to its successors and assigns, if such successors and assigns.

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

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

6. "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.

7. "Master Association" shall mean The Dardenne Landing Master Homeowners Association, a Missouri not-for-profit corporation, its successors, and assigns.

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

9. "Master Declaration" shall mean this Master Declaration of Covenants, Conditions and Restrictions, as recorded in Book _____, Page _____, of the St. Charles County Recorders of Deeds' office, as the same may be amended from time to time.

10. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot 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.

11. "Plat" shall mean and refer to the Plat of The Villas at Dardenne Landing recorded in Plat Book _____, Page _____ of the Office of Recorder of Deeds for the County of St. Charles, Missouri, and the Plat of Dardenne Landing Subdivision, recorded in Plat Book _____, Page _____ of the Office of Recorder of Deeds for the County of St. Charles, Missouri, both are hereby incorporated herein by reference, and which plats reflect, among other matters, the Lots, Common Areas, Master Common Areas, and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to or benefited by this Declaration from time to time by amendment in the manner provided herein.

12. "Subdivision" shall mean and refer to the real estate, as shown on the Plat for The Villas at Dardenne Landing and Dardenne Landing Subdivision, together with such additional parcels of real estate which may be subjected to or benefited by this Declaration from time to time by amendment in the manner provided herein.

13. "Unit" shall mean the separately designated and numbered area identifying each attached dwelling within the subdivision.

ARTICLE II BOARD OF DIRECTORS

1. 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 be 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:

- A. adopt and publish rules and regulations governing dispute resolution and arbitration amongst the Associations, and to establish penalties for the infraction thereof;
- B. 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;
- C. cause all officers or employees having fiscal responsibilities to be bonded, as they deem appropriate;
- D. administer the affairs of the Master Association and of the Master Common Area;
- E. make all contracts and incur all liabilities necessary, related, or incidental to exercise the Master Board of Director's power and duties hereunder;
- F. 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;
- G. enforce the Master Declaration to take any and all necessary steps to secure the enforcement and compliance of the same; and
- H. exercise any and all other powers or acts as are authorized by the Master Declaration.

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

- A. 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 Non-profit Corporation Act;
- B. 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
- C. All income and 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 of Incorporation of the Corporation shall hold office, unless sooner replaced or removed by Developer or disqualified, until six months after ninety-five (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, the President of each of the Board of Directors of each Association shall serve on the Master Board of Directors and each President of each Association shall annually select two fellow Association directors to serve on the Master Board of Directors as well ("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 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.

6. Resignation. Any Director may resign from the Master Board of Directors; such resignation shall be in writing and shall be effective immediately or upon its 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 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.

8. Actions without Meetings. Any action which is required to or may be taken at a meeting 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.

9. 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 any 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 Board of Directors may determine.

ARTICLE III ARBITRATION AND DISPUTE RESOLUTION

FORM AND PROCEDURE

1. Submission of Claim. In the event of a dispute between the Associations, either Association shall have the right to submit to the Master Association a request to have the matter resolved through arbitration. The arbitration shall be presided over by the members of the Master Board of Directors who shall act as the arbitrator. All efforts will be made by the Master Board of Directors to convene the arbitration within thirty (30) days of the submission of a claim. Unless otherwise set forth herein, all claims shall be arbitrated under the rules as set forth within The Uniform Arbitration Act, Sections 435.350 through 435.470 of the Revised Statutes of Missouri.

2. Binding Arbitration. The decision of the Master Board of Directors shall be binding upon the Associations and it's members. The decision of the Master Board of Directors as arbitrator shall require only a simple majority.

3. Costs. Unless otherwise stated in the award of the arbitrator, each Association shall bear it's own costs incurred during the arbitration process, including but not limited to, attorneys fees and costs of court.

ARTICLE IV DURATION, AMENDMENT, AND 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 the Owners or any mortgagee so long as the Developer owns any Lots or Units in the Subdivision.

ARTICLE V
SEVERABILITY

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 reason unenforceable, the validity and binding effect of the other restrictions, limitations, conditions, and covenants shall not be thereby impaired or affected. The waiver or failure to enforce a breach of any restrictions, conditions, covenants, or easements shall not be a waiver of any subsequent breach of the restrictions, conditions, covenants, easements, or limitations herein set forth.

**THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the undersigned person has executed this Declaration as of the day and year first above written.

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

DEC - 5 2000

By Barbara Hall 3:26 PM
Time.

TAYLOR-MUELLER HOMES, L.L.C.

By: Forrest E. Mueller Co. vga
Developer

TMH I, L.L.C.

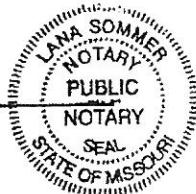
By: Forrest E. Mueller Co. vga
Developer

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

On this 13th day of November, 2000, before me appeared Forrest E. Mueller and Forrest E. Mueller who being by me duly sworn, did say that they are the managing members of TAYLOR-MUELLER HOMES, L.L.C. and TMH I, L.L.C., Limited Liability Companies of the State of Missouri, and that said instrument was signed on behalf of said companies, by authority of its members; and said managing members acknowledged said instrument to be their free act and deed of said companies.

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.

Lana Sommer
Notary Public



My commission expires: _____