

Boone County, Missouri

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

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF ST. CHARLES VILLAGE, A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made on this 28th day of January, 1982, by WILLIAM M. BEASLEY, JR., and EDNA M. BEASLEY, husband and wife, of Columbia, Missouri, who sometime do business as "BEASLEY BUILDERS", who are hereinafter referred to, jointly and severally, as "the Developer."

WITNESSETH:

WHEREAS, the Developer is the owner of a parcel of real estate located in Columbia, Boone County, Missouri, which has been platted as ST. CHARLES VILLAGE PLAT NO. 1, by that plat recorded in Plat Book 15 at Page 101 of the Records of Boone County, Missouri, which such parcel of real estate has previously been designated as (and constitutes) Lot 1 of KEENE ESTATES, PLAT 13, as shown by Plat recorded in Plat Book 15 at Page 49 of the real estate records of Boone County, Missouri, and the Developer may, hereafter, acquire additional real estate within the vicinity of the said parcel which the Developer may, or may not (as the Developer, in the Developer's discretion deems appropriate) hereafter Annex to the Development provided for by this Declaration, pursuant to the following provisions of this Annexation dealing with Annexation; provided, however, that the areas to be annexed must be contained within the boundary lines of KEENE ESTATES, PLAT 10, as shown by Plat recorded in Plat Book 12 at Page 57 of the Records of Boone County, Missouri, or within Lots 1, 2 and 3 of PEARMAN SUBDIVISION, as shown by Plat recorded in Plat Book 11 at Page 213 of the Records of Boone County, Missouri; and

WHEREAS, the Developer is desirous of establishing for its own benefit and for the mutual benefit of all owners or occupants of the real estate contained within the boundary lines of the Plat of ST. CHARLES VILLAGE PLAT NO. 1, as hereinabove described, and any additional real estate which the Developer may, in the Developer's sole and absolute discretion, elect to hereafter annex to the Development created hereby, all of which such real estate shall constitute a Development to be known as "ST. CHARLES VILLAGE", certain easements and rights in, over and upon the property, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Developer desires to place certain protective covenants, conditions, easements, restrictions, reservations, liens and charges on the real estate making up the Plat of ST. CHARLES VILLAGE PLAT NO. 1, as hereinabove described, and contained within such Plat, and any real estate hereafter annexed to this Development as hereinabove described, and the buildings and improvements now or hereafter constructed thereon as hereinafter described, for the use and benefit of the Developer, the Developer's grantees, successors and assigns; and

WHEREAS, the Developer desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said real estate or any part thereof, or any improvements located thereon, shall at all times enjoy the benefit of, and shall hold their interest subject to the rights, easements, privileges, covenants, assessments and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the property, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, the Developer hereby declares that all of the real estate contained within the boundary lines of the Plat of ST. CHARLES VILLAGE PLAT NO. 1, as hereinabove described, and any additional real estate hereafter annexed to the Development established hereby by the Developer, acting in the Developer's sole and absolute discretion (all of which real estate must, as hereinabove stated, be contained within the boundary lines of KEENE ESTATES PLAT 10 or Lots 1, 2 and 3 of PEARMAN SUBDIVISION), and any improvements now or hereafter located thereon, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such real estate and all improvements now or hereafter located thereon. These easements, covenants, restrictions, conditions, liens and charges shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in

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Development shall never contain more than one hundred fifty (150) Units. The location of and description for each Lot shall be fixed by the Plat, but the sizes, widths and descriptions for Units located within a particular Lot, shall be as same are shown on the final Plat or survey for each such Lot. A typical Lot will contain Units and Common Area (which may be also designated as "Common Units"). The Lots shall be divided into Units and Common Area by a Plat or survey of each Lot. The boundaries of a Unit may be established on a "zero lot line" basis, where the boundaries of a Unit include only the wall lines of the residence, or such boundaries may be expanded so as to include private patios and gardens, or such boundaries may be expanded so as to provide private lawn areas or privacy areas for the Unit Owners.

Section 7. "Unit" shall mean and refer to a portion of a Lot, which portion contains a single family dwelling, but shall not refer to any "Common Units", which Common Units are hereinafter referred to as "Common Area" and "Common Elements." The term "Unit" shall also include the building and other improvements located within the boundaries of a Unit. Every single family dwelling located within the Parcel shall be located upon, and shall constitute a part of a "Unit", regardless of how the real estate containing such single family dwelling shall be described. When a Unit Owner acquires ownership of a single family dwelling located within the Parcel, he shall be deemed to have acquired a "Unit", and the boundaries of the real estate acquired by the Unit Owner shall be deemed to constitute the boundaries of a Unit of ST. CHARLES VILLAGE. The boundaries of a particular Unit shall be established by the final plat or survey for the particular Lot within which the Unit is located. The boundaries of a particular Unit shall be deemed to include the exterior surfaces of all exterior walls (other than interior, common party walls) of the single family dwelling located within the Unit, regardless of where such boundary lines are actually located. The boundaries of a particular Unit shall be deemed to pass through the center line of all interior, common or party walls between such Unit and any adjacent Unit, regardless of where such property lines might actually be located.

Section 8. "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit.

Section 9. "Common Area" shall mean all real property, real estate and improvements to real estate contained within the Parcel, outside of the boundaries of the Units into which each Lot is eventually divided, which real property shall be owned by the Association for the common use and enjoyment of the Unit Owners and their delegates, whether or not actually conveyed to the Association. Common Area within a Lot shall be deemed to have been automatically conveyed to the Association when the first Unit located on the Lot, as shown by a Plat of the Lot, has been conveyed to a Unit Owner other than the Developer or its assignees of its rights as Developer. The terms "Common Unit" as used in the Plat, or in the replat of any Lot contained within ST. CHARLES VILLAGE, shall be deemed to be synonymous with the term "Common Area", and shall be deemed to be designated "Common Area." Common Areas within the Development may be variously designated as "Common Unit", "Common Land", "Common Lot", and "Common Area", and by similar designations which designate an area as being for the common use of all residence of the Development.

Section 10. "Common Elements" means all portions of the property, and all portions of the real estate included within the Plat, and all rights, tenements, hereditaments and privileges and appurtenances pertaining to and belonging to such real estate contained within the Plat, other than the Units and the rights, privileges, tenements, hereditaments and appurtenances pertaining and belonging to the Units.

Section 11. "Declaration" means this instrument.

Section 12. "Developer" shall mean and refer to WILLIAM M. BEASLEY and EDNA M. BEASLEY, husband and wife, who sometimes do business as "BEASLEY BUILDERS", jointly and severally, and any person or persons to whom the said Developer shall assign all or any part of the Developer's rights as the Developer under the terms of this Declaration. A conveyance by the Developer by Warranty Deed or otherwise shall not be deemed to be an assignment of any of its rights as the Developer hereunder, unless such rights are specifically mentioned in such Warranty Deed or other conveyance. Such rights can otherwise be assigned only by an assignment, by the Developer, which specifically refers to the rights of the Developer under this Declaration. Where the pronoun "it" is used in this Declaration to refer to the Developer, such pronoun shall be deemed to refer to WILLIAM M. BEASLEY and EDNA M. BEASLEY, jointly and severally, and their heirs, personal representatives and assignees of their rights as Developer.

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The above provisions of this Section 12 to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, any deed of trust, mortgage instrument or security instrument, executed by the Developer (as hereinabove identified) as to a Lot, or Lots within the Parcel, or as to any real estate within the Parcel consisting of more than one (1) Unit, shall be deemed to include therein (even though not specifically mentioned therein) in addition to the real estate described therein, all Class B voting rights attributable to such real estate, and all rights as Developer attributable to such real estate, and shall be deemed to provide a lien against, and security interest in such Class B voting rights and such rights as the Developer. It shall not be required that any such deed of trust, mortgage or security instrument specifically refer to the Class B voting rights or rights as the Developer.

Section 13. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 14. "Class A Member" shall mean a Class A Member of the Association and shall mean a Unit Owner of a Unit owned by a person other than the Developer and its assignees; provided that if the Developer holds a Unit for rental or lease purposes, it shall be the "Unit Owner" with respect to such Unit, and shall be deemed to a "Class A Member" with respect to such Unit held for rental or lease purposes. If a Unit is rented or leased by the Developer, or any assignee of any of the Developer's rights hereunder, or any Class B Member, then, immediately upon the renting or leasing thereof, the Unit Owner of such Unit (regardless of whether same is the Developer or any assignee of the Developer or the holder of any other Class B membership rights) shall become a Class A Member of the Association with respect to such Unit, and shall, with respect to such Unit, be subject to assessment as a Class A Member. Such Unit shall continue after such renting or leasing to be a Unit to which Class A membership rights and duties and obligations attach. The qualifications for Class A membership are set forth below.

Section 15. "Class B Member" shall mean a Class B Member of the Association and shall mean the Developer or any person to whom the Developer shall have assigned all or a portion of its rights as the Developer under the terms and provisions of the Declaration. Except as hereinabove specifically provided in Section 12 to the contrary, with respect to Deeds of Trust, mortgages or security instruments executed by the Developer, a conveyance by the Developer by Warranty Deed, Deed of Trust or other conveyance shall not be deemed to be an assignment of any of its rights as the Developer, unless such rights are specifically mentioned therein. Such rights can otherwise be assigned only by an assignment, by the Developer, which specifically refers to the rights of the Developer under this Declaration.

Section 16. "Development" shall mean the real estate contained within the boundary lines of the Plat of ST. CHARLES VILLAGE PLAT NO. 1, as hereinabove described, and any areas hereafter annexed thereto, and all improvements now or hereafter located thereon, all of which shall, hereafter, be known as "ST. CHARLES VILLAGE."

Section 17. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or certain Units, to the exclusion of all other Units.

Section 18. "Limited Common Areas" means and includes those Common Areas which are reserved for the use of a certain Unit or certain Units to the exclusion of all other Units.

Section 19. "Builder" means and refers to an individual, company or corporation who or which builds or constructs a building containing Units. The term "Builder" can include both the Developer, and individuals or companies, other than the Developer, who build or construct improvements located within the Development. The Developer may sell a Lot or portions thereof, to a Builder, other than the Developer, for purposes of building or constructing improvements located within such Lot; provided, however, that all such improvements shall be constructed pursuant to the Planned Unit Development plans for the Development, approved by the City of Columbia, Missouri, and only in accordance with the architectural control provisions set forth in Article VIII of this Declaration. As elsewhere indicated in this Declaration, the Developer may sell a Lot, or portions thereof, to a Builder, other than the Developer, without assigning the Class B votes attaching to such Lot, or portion thereof. The Developer may also, in addition to the sale of the Lot or portion thereof, assign to a Builder, by specific reference thereto in the Deed or conveyance, or by a separate written instrument, the Class B voting rights attributable to the Lot or portion thereof

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transferred to the Builder. There shall not be deemed to be any transfer to such Builder of the Class B voting rights unless same are specifically mentioned in the Warranty Deed or conveyance, or are conveyed by separate written assignment.

Section 20. Singular, Plural or Gender. Whenever the context so requires the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE II

MEMBERSHIP IN THE ASSOCIATION

Every Unit Owner of a Unit which has been conveyed or rented by the Developer or its assignees, or successors in ownership, shall automatically be a Class A Member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the following provisions of the Declaration, and shall be entitled to all rights and privileges of Class A membership in the Association. Class A membership in the Association shall not be optional. There shall be one (1) Class A membership attributable to each Unit. Class A membership shall automatically attach to ownership of a Unit, and ownership of a Unit shall subject the Unit Owner thereof to all duties and obligations of Class A membership, and to assessments levied by the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) Class A membership in the Association appurtenant to the ownership of any Unit which is subject to assessment by the Association. Class A membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of a Unit shall be the sole qualification for Class A membership in the Association. Class A membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Unit subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Unit Owner shall execute any deed, lease, mortgage or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding membership in the Association, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. The Developer, or those to which it assigns all or any part of its rights as the Developer under the terms of the Declaration shall be the sole Class B Members of the Association. The Developer, and those to which it assigns all or any portion of its rights as the Developer under the terms of the Declaration shall become Class A Members upon and following the termination of Class B memberships as hereinafter provided in the Declaration, for each Unit in which they hold the interest required for Class A membership by this ARTICLE II. The Developer and its assignees, and successors, shall, before the termination of Class B memberships, also be Class A members for each Unit held for rental or lease purposes; any Units being held for rental or lease purposes being automatically deemed to be Class A Units, which are subject to assessment under the following provisions of this Declaration. Except as hereinabove specifically provided to the contrary in Section 12 of ARTICLE I of this Declaration with respect to Deeds of Trust, mortgages and security instruments executed by the Developer, rights of the Developer shall not otherwise be deemed to be assigned by any Warranty Deeds or other conveyances made or given by the Developer, unless such rights are specifically mentioned therein. Rights of the Developer, including Class B voting rights, can otherwise be assigned only by a written assignment, properly recorded, which specifically refers to the rights of the Developer hereunder, and the Class B voting rights, and assigns all or a portion of such rights. The Developer can assign all or a portion of its Class B voting rights, hereinafter set forth, to other Builders who build within ST. CHARLES VILLAGE, but such assignment shall be made solely by a specific reference in the Deed or conveyance, or by a separate written assignment which specifically refers to such rights, and is properly recorded. If any Class B voting rights are so assigned by the Developer to other Builders or Developers, the assignee shall be deemed to lose one (1) Class B vote for every Unit conveyed, leased or rented by him or it to another person. If a Unit is sold, leased or rented by the Developer, or any assignee of the Developer's rights hereunder, or the holder of any Class B membership rights hereunder, then the Class B membership, if any, attributable to such Unit shall cease, and such Unit shall automatically have (from the date of the first sale, renting or leasing thereof) a Class A membership attributable thereto and attached thereto, and the Unit Owner

of such Unit shall all duties obligati- attributable to sur- any other Class B Member other Class B Member then such Unit shall the termination of Notwithstanding any in the event a Class provisions of this Class B membership occur of the follow

- (a) Six building upon the
- (b) Two the construction of
- (c) Class within the Lot with such Class A membership building containing
- (d) Such the Developer or on the Unit;
- (e) Such a residence.

The Association

Class A. Class for each Unit in w ARTICLE II of the in any Unit, the v determine, but in Unit.

Class B. The its rights as the in the aggregate, b votes are allocated specifically descri Lot 2 as shown by s are hereafter annex terms and conditions upon such Annexation of Units (that num votes shall occur, e existing areas with Class B votes attri number of Units snc such a showing) sha anticipate to be inc

The aggregate r reduced as follows,

- (a) The number attributed to an ind Developer to a Build Class B voting righ-

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of such Unit shall become, with respect to such Unit, a Class A Member, subject to all duties obligations, assessments, rights and privileges of Class A membership attributable to such Unit, regardless of whether such Unit Owner is the Developer or any other Class B Member. If a Unit is rented or leased by the Developer or any other Class B Member, or any assignee of any of the Developer's rights hereunder, then such Unit shall be deemed to have been "conveyed", for purposes of determining the termination of Class B membership rights under the terms of ARTICLE III hereof. Notwithstanding anything to the contrary hereinabove set forth in the Declaration, in the event a Class A membership has not earlier attached to a Unit under the above provisions of this ARTICLE II, such a membership shall attach to such Unit, and the Class B membership attributable to such Unit shall terminate upon the earliest to occur of the following events:

- (a) Six (6) months have expired following substantial completion of the building upon the Unit, or containing the Unit;
- (b) Twenty-four (24) months have expired following the start of work for the construction of a building upon the Unit, or containing the Unit;
- (c) Class A memberships have been attached to all other Units located within the Lot within which the Unit is located for a period of six (6) months; or such Class A memberships have attached to all other Units contained within the building containing such Unit for a period of six (6) months;
- (d) Such Unit has been conveyed, rented or leased to someone other than the Developer or the Builder who builds the building containing the Unit or located on the Unit;
- (e) Such Unit or the building situated therein is occupied by anyone as a residence.

ARTICLE III

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall have one (1) vote at all meetings of the Association for each Unit in which they hold the interest required for Class A membership by ARTICLE II of the Declaration. When more than one (1) person holds such an interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Developer, and those to which it assigns all or any portion of its rights as the Developer, under the terms of this Declaration, shall, initially, in the aggregate, be entitled to fifteen (15) Class B votes. Six (6) of such Class B votes are allocated to Lot 1 as shown by that Plat of ST. CHARLES VILLAGE hereinabove specifically described in this Declaration, and six of such votes are allocated to Lot 2 as shown by such Plat. As additional parcels, tracts or areas of real estate are hereafter annexed to the Development by the Developer, pursuant to the following terms and conditions of this Declaration dealing with Annexation, then, immediately upon such Annexation, the number of Class B votes shall be increased by the number of Units (that number of single family dwelling Units), intended to be contained within the Annexed area, parcel or tract. Such increase in the number of Class B votes shall occur, even though all Class B voting rights may have terminated for existing areas within the Development, prior to such Annexation. The number of Class B votes attributable to an area, annexed to the Development, shall be the number of Units shown on the Plat of the Area to be annexed, or (in the absence of such a showing) shall be the number of Units which the Developer would reasonably anticipate to be included within the annexed area.

The aggregate number of Class B votes from time to time in existence shall be reduced as follows, to-wit:

- (a) The number shall be reduced by the number of Class B votes hereinabove attributed to an individual Lot, upon the sale or conveyance of such Lot by the Developer to a Builder, or Owner, other than the Developer without assignment of the Class B voting rights attributable to such Lot;

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(b) For each Lot, which is divided into Units and Common Area, the number of Class B votes attributable to such Lot shall be reduced by one for each Unit which is sold, rented, leased or otherwise disposed of by the Class B member owning same, effective on the date of such sale, renting, leasing or other disposition, and all Class B votes attributable to such Lot shall cease and terminate upon the sale, renting, leasing or other disposition of the last Unit upon such Lot;

(c) The number of Class B votes shall be reduced by the number "one (1)", as each Unit is first sold, rented, leased or otherwise disposed of, or is first occupied as a residence, unless the Class B vote attributable to the Unit has otherwise been previously terminated in accordance with the above provisions of subparts (a) and (b);

(d) In any event, the Class B vote attributable to a Unit shall cease and terminate as hereinabove provided in ARTICLE II of this Declaration, and all Class B votes shall cease and terminate as hereinafter provided in this ARTICLE III of this Declaration.

All Class B voting rights and Class B memberships in the Association, if not earlier terminated, shall, in any event, cease and terminate upon the happening of the earliest of the following events to occur:

(i) When Class B voting rights have terminated in accordance with the above provisions of this Declaration as to all Areas, Parcels and Tracts, which are then a part of the Development, and when a period of at least thirty-six (36) months has elapsed since the last area, parcel or tract has been annexed to the Development, or

(ii) On January 1, 2010, or

(iii) The Developer so determines at an earlier date, and evidences such determination by a written statement to such effect, properly recorded in the real estate records of Boone County, Missouri.

Automatically, on the date of termination of a Class B membership attributable to a Unit, a Class A membership shall attach thereto.

ARTICLE IV

UNITS

All Units shall be legally described by the identifying letter, number or other designation pertaining to such Unit, as shown on the Plat, and every such description shall be deemed good and sufficient for the purposes. Any description of a Unit shall be deemed to include and convey, transfer, encumber or otherwise affect the Owner's corresponding membership in the Association, though the same is not expressly mentioned or described therein. Ownership of a Unit and of the Owner's corresponding membership in the Association shall not be separated nor shall any Units, by deed, plat, court decree or otherwise be subdivided or in any other manner separated into tracts or parcels smaller than the whole Units. No Unit Owner shall by deed, plat, lease or otherwise subdivide or in any other manner, cause his Unit to be separated into any tracts or parcels smaller than the whole Unit. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. No Unit Owner shall own any sewers, pipes, wires, conduits, or utility lines, contained on, within, or beneath his Unit, which serve Units in addition to his Unit as such items, if not publicly owned, shall be deemed to be a part of the Common Elements. Any sewer lines, electrical lines, water lines, or other utility lines or equipment, contained within the Parcel, or which make up a part of the Property (including those within the boundary lines of any Units), other than those publicly owned, which service more than one Unit shall be deemed to be a part of the Common Elements, and shall be owned by the Association for the benefit of all Units served thereby, and the Unit Owners of such Units, and shall be maintained by the Association as a part of the Common Elements, for the benefit of the Unit Owners of the Units served by such sewer lines, water lines, electrical lines and utility lines, and the Unit Owners of any Units within the boundary lines of which such lines or equipment are located shall be required to afford access, at any reasonable time, to the Association for the purposes of performing necessary maintenance or repair upon or replacement of such lines or equipment; provided, however, that notwithstanding any-

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thing to the contrary at any place appearing in this Declaration, all costs of repair, maintenance and replacement of such lines or equipment which are designated hereby as "Common Elements", shall be shared, equally, by the Unit Owners of the Units serviced thereby and such Unit Owners shall be required to reimburse the Association, forthwith, for all of its costs and expenses incurred in repairing and replacing such lines or equipment. The provisions of this Article IV are not intended to provide that individual "customer service lines" or "laterals", or sewage lines, water lines or other utility lines which service only one Unit shall be made a part of the Common Elements, as such lines (regardless of whether located within the boundary lines of Units or the Common Areas) shall be deemed to be owned by the individual Unit Owners of the Units serviced thereby, who shall be required to repair, maintain and replace same at their sole expense, and, in the event, utility lines or sewer lines or facilities serving another Unit are located within the boundary lines of a Unit other than the Unit so served thereby, the Unit upon which or within which same are located shall be imposed with an easement, in favor of the Unit served thereby, for the continued location, maintenance, servicing and repair thereof, and the Owners of the Unit occupied by same, shall be required to afford access to the Owners of the Unit served thereby, at all reasonable times for the purposes of performing necessary maintenance, repair or replacement of such utility lines, facilities or equipment. Each Unit, within the boundary lines of which a sewer line, water line or utility line servicing more than one Unit, or servicing another Unit, exists, shall be imposed with an easement, in favor of the Association, and in favor of the Unit served by such lines, for purposes of affording the Association and the Owners of the Units served by such lines, access to maintain, repair or replace such line or lines, provided that the Association or the Unit Owners performing the maintenance, repair or replacements, or causing same to be performed or on whose behalf same are performed, shall be liable for all damage and disruption of the Unit caused by same, and shall promptly restore the Unit to its previously existing condition. As hereinabove indicated, the boundary lines of the Units on a Lot may be established by the "zero lot line" concept, or may include private lawn area.

ARTICLE V

THE ASSOCIATION

Section 1. Formation. The Developer, upon the sale of one or more Units, shall cause to be incorporated, a not-for-profit corporation under the laws of the State of Missouri, to be called ST. CHARLES VILLAGE HOMES ASSOCIATION, or a name similar thereto. The responsibility of the Association shall be more fully described by the following terms of the Declaration. Upon the formation of such Association, every Unit Owner then holding or thereafter acquiring an interest in a Unit required for Class A membership under the terms of ARTICLE II of the Declaration shall automatically become a Class A Member therein, and the Developer and its assignees shall hold those Class B membership rights hereinabove provided for by the Declaration. A Unit Owner's Class A membership shall terminate upon the sale or other disposition by such Unit Owner of his Unit Ownership at which time the new Unit Owner shall automatically become a Class A Member of the Association. Membership in the Association is not optional. When a Unit Owner acquires ownership of a Unit, such Unit Owner shall automatically become a Class A member of the Association, and shall automatically be subject to assessment by the Association as hereinafter provided for in this Declaration.

Section 2. Articles of Incorporation and By-Laws. The Association shall have as its Articles of Incorporation and By-Laws such Articles and By-Laws as are attached hereto as "Exhibit A" and "Exhibit B" respectively. Such Exhibits are incorporated herein by reference.

Section 3. Administration. The Development shall be administered by the Association, which, in turn, shall be managed by a Board of Directors elected and constituted as hereinafter provided in this Article. The Board of Directors shall have general responsibility to administer the Development, approve the annual budget of the Association, provide for the collection of annual, special, monthly or other assessments from Members, and arrange and direct or contract for the management of the Development and otherwise administer with respect to any matter generally pertaining to enhancing maintaining, benefitting and promoting the Development.

Section 4. Board of Directors. The Board of Directors of the Association shall consist of three Directors. The members of the first Board of Directors of the Association, as named in the Association's Articles of Incorporation, shall serve until the first annual meeting of the members of the Association, and until their successors are duly elected and qualified. Thereafter, so long as there are Class B voting rights in existence, two of such Directors shall be natural persons (who need not be Unit Owners) elected by the Class B Members, and one of such Directors shall

be a natural person, and those to which it elected by the Class have ceased to exist, (who need not be hold the Association. The terms, specified by t

Section 5. Gen the benefit of all U acquire and shall pay following:

(a) Water, necessary utility ser

(b) To ob its members, and its cluding Unit Owners or of the Common Area or of the limits determ less than three hundr injuries to or deatn one occurrence. Such of Directors and may to the Association in shall also obtain Wor with any applicable i

(c) Upon t of Directors, and upon Board of Directors, to forth the amount of an Owner.

(d) When t discretion, deems it manager or management tions, and to retain other persons as the discretion, deem nece designation and remov replacement of the Co Units and Lots b direct the manager, or if one is employed, absolute discretion to (Notwithstanding anyt of this Section 5., or contract entered into the termination of Cla term exceeding five (5 B voting rights as her term. The Association responsibilities for of Class B voting righ shall not, prior to manager, managing agen extending beyond the provide for the shorte its duties, powers or upon no more than six

(e) To prov irrigation of all lawn however, that lawn, of the individual Uni irrigated at the exper

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be a natural person, holding ownership interests in a Unit (other than the Developer, and those to which it has assigned all or any portions of its rights as the Developer) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three natural persons (who need not be holders of ownership interests in Units) elected by the Members of the Association. The Directors shall be elected in that manner, and for those terms, specified by the By-Laws, except as hereinabove provided to the contrary.

Section 5. General Powers and Duties of the Association. The Association, for the benefit of all Unit Owners and their lessees, shall provide for, and shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, sewer, waste removal, electricity and telephone and other necessary utility service for the Common Elements and Common Area;

(b) To obtain and maintain a policy or policies insuring the Association, its members, and its Board of Directors against any liability to any persons, including Unit Owners or their invitees or tenants, instant to the ownership and/or use of the Common Area or Common Elements, the liability under which insurance shall be of the limits determined by the Association's Board of Directors, but shall never be less than three hundred thousand dollars (\$300,000.00) single limit coverage, for injuries to or death of any one person or for injuries or deaths arising out of any one occurrence. Such limits shall be reviewed annually by the Association's Board of Directors and may be increased in its discretion. Such insurance shall be payable to the Association in trust for the benefit of the Unit Owners. The Association shall also obtain Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.

(c) Upon ten (10) days notice to the manager or the Association's Board of Directors, and upon the payment of a reasonable fee set by the corporation's Board of Directors, to furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing by such Owner.

(d) When the Association's Board of Directors, in its sole and absolute discretion, deems it advisable to do so, to retain the services of a professional manager or management firm or managing agent to fulfill the Association's obligations, and to retain the services of such accountants, attorneys, employees and other persons as the Association's Board of Directors shall, in its sole and absolute discretion, deem necessary in order to discharge the Association's duties. The designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements and the exteriors of buildings located on the Units and Lots shall be made by the Association's Board of Directors, or as they direct the manager, or management firm, if one is employed, or the managing agent, if one is employed. The Association's Board of Directors shall have the sole and absolute discretion to retain such a manager, management firm or managing agent. (Notwithstanding anything to the contrary hereinabove set forth in this subpart (d) of this Section 5., or at any other location in this Declaration, any management contract entered into with any manager, management firm or managing agent prior to the termination of Class B voting rights hereunder shall not, in any event, have a term exceeding five (5) years, or extending beyond the date of termination of Class B voting rights as hereinabove provided for, whichever would provide the shorter term. The Association or its Board of Directors shall not delegate any of its responsibilities for a term exceeding five (5) years, or extending beyond the termination of Class B voting rights, prior to the conclusion of Class B voting rights, and shall not, prior to the termination of such Class B voting rights, employ any professional manager, managing agent or management firm for a term exceeding five (5) years, or extending beyond the termination date of Class B voting rights, whichever shall provide for the shorter term.) Any delegation by the Board of Directors of any of its duties, powers or functions to a manager or managing agent must be revocable upon no more than six (6) months written notice from the Association.

(e) To provide for the cutting of grass within the Property, and the irrigation of all lawns, trees, shrubbery and the like, within the property; (provided, however, that lawns, trees, shrubbery and the like located within the boundary lines of the individual Units shall be irrigated by the Association, but shall be so irrigated at the expense of, and using the water charged to the individual Unit

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Owners), and the landscaping, gardening, maintenance and replacement (with the exception of irrigation, which is hereinabove described) of all lawns, trees, shrubbery and landscaping within the Development and the Property, and the maintaining of all streets, roads, driveways, walkways, sidewalks and parking areas which are a part of the Property (provided that any substantial maintenance or any replacements of any drives, walks or privacy areas within the Units shall be by the Unit Owners), and the maintaining of all sewer lines and utility lines located within the boundary lines of any of the Units, or the Common Area, which serve more than one (1) Unit (provided, however, that the costs of all maintenance and replacements of such sewer lines and utility lines which serve more than one (1) Unit shall be charged equally to, and paid equally by the owners of the Units serviced by such lines); and to provide for the snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement for the Common Elements; and to provide for the cosmetic maintenance (including painting, cleaning, tuckpointing and decorating) for all improvements located on the Units on the exteriors of the buildings located on the Units (but not including heating or air conditioning equipment or structural elements or roofs or gutters or downspouts, which shall be maintained in that manner hereinafter provided for, and not including the interior surfaces, and not including any maintenance or repair other than purely cosmetic maintenance, and not including glass surfaces, doors, gates and hardware, and windows and window hardware, and doors and door hardware, and private patios and decks, and not including structural elements or structural repair of exterior walls, surfaces or privacy fences, all of which shall be maintained by the Unit Owner or the Unit Owners in the manner hereinafter provided for in this Declaration, and not including those items specifically excluded from maintenance by the Association under the following provisions of this Declaration), and to provide for such furnishings, equipment and additional insurance for the Common Areas and Common Elements as the Board of Directors of the Association shall determine necessary and proper, and the Association's Board of Directors shall have the exclusive right and duty to acquire same for the Common Areas and Common Elements.

(f) To maintain and replace, when necessary, all streets, roads, driveways, parking areas, sidewalks and walkways within the Common Areas, which are not publicly owned or dedicated, and all walkways and pathways within the Common Areas, all of which shall be a part of the Common Elements.

(g) To establish rules and regulations governing the streets, roads, driveways, parking areas, sidewalks and walkways within the Property and the Parcel, and governing the Common Area and Common Elements so as to provide reasonable protection for the rights and privacy of all Unit Owners, in the use and enjoyment of their Units and any parking areas or Common Areas or Common Elements intended for the sole use and enjoyment of owners of any particular Units.

(h) To obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration, including the Association's By-Laws, or by law or which in the Association's opinion shall be necessary or proper for the maintenance and operation of the Development as a first class development or for the enforcement of any restrictions set forth in the Declaration.

(i) To pay any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire property or any part thereof which may, in the opinion of the Association's Board of Directors, constitute a lien against the Property or against the Common Elements, rather than merely against the interests of a particular Unit Owner; provided, however, that there shall not be paid from the maintenance fund, by reason of the provisions of this subparagraph (i), any sums due from the Developer, or by reason of any improvements contracted for by the Developer. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging the lien and any costs incurred by the Association and its Board of Directors by reason of the lien or liens shall be specially assessed to said Unit Owners and shall constitute a lien against the Units owned by the Unit Owners.

(j) To provide for the payment of taxes and assessments, general and special, levied against or by reason of the Common Areas and Common Elements.

(k) To enforce those provisions hereinafter set forth in this Declaration which require that the Owners of each Unit located within the Development repair, maintain and replace certain portions of their Units, and the improvements attributable

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thereto, or located thereon, including, in certain circumstances, the repair, maintenance and replacement of roofs and roof structures, the repair, maintenance and replacement of heating or air conditioning equipment, the repair, maintenance and replacement of structural elements, interior surfaces, and the interiors of buildings located on the Units, or containing the Units, and the repair, maintenance and replacement of glass surfaces, doors, gates and hardware, and window and window hardware, and private patios and decks, and all structural elements, and structural elements of exterior walls and privacy fences, and to enforce all of the following provisions of this Declaration which impose upon the Owners of each Unit, and upon the Owners of certain Units, certain maintenance, repair and replacement obligations;

(1) To provide for the maintenance, repair or replacement of the interiors of any building located on any Unit, or any utility lines serving only a single Unit, or any glass surfaces, patio and storage area walls, fences, doors, gates and hardware, or windows and window hardware, or private patios and decks, or heating or air conditioning equipment, or structural elements of exterior walls or surfaces, (all of which would otherwise be required to be maintained by the Unit Owner), or for the repair or replacement of any structural elements or roofs or gutters or downspouts, which would otherwise have to be maintained by the Unit Owner or Owners, or to provide for the replacement of any driveway, walk or walkway, or similar items, which would otherwise have to be replaced by a Unit Owner or Owners, if such maintenance, repair or replacement is necessary in the discretion of the Association's Board of Directors, to protect the Association or the Common Elements, or any other Unit or portion of a building or any other building or any aspect or portion of the value of the Property or any part thereof, when the Unit Owner or Owners of Units responsible therefor have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Association's Board of Directors; provided, however, that no such written notice shall be required in the case of an emergency; and provided further, however, that the Board of Directors shall levy a special individual Unit assessment against the Units responsible therefor, and Unit Owner or Owners for the cost of the maintenance or repairs, which shall constitute a lien upon the Units and their improvements;

(m) To enter into agreements, contracts, undertakings or understandings with the Owners of any Units, or with the Owners of certain Units, collectively, to perform or to cause to be performed, on behalf of such Owner or Owners any maintenance, repair, servicing or upkeep for which such Owner or Owners would otherwise be responsible in accordance with the following provisions of this Declaration; provided, however, that the entire cost of same shall be immediately paid by such Owner or Owners to the Association, and shall be the responsibility of such Owner or Owners.

Section 6. Entry Into Units. The Association, or its agents, or its Directors, may enter any Unit when necessary in connection with any lawn maintenance, or any other maintenance or construction for which the Association is responsible. It, or its agents or directors may likewise enter any buildings contained on any Unit, any lawn contained on any Unit, any balcony or deck contained on any Unit or any patio contained on any Unit for maintenance, repairs, construction or painting, if same is necessary in connection with any maintenance or construction for which the Association is responsible or authorized to perform. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the Maintenance Fund established as hereinafter provided for. The Association, or its agents, or its directors, shall be specifically authorized to enter into any Unit, or any building located on any Unit, for purposes of maintaining or repairing any sewer line or lines running within or beneath such Unit or building which serves more than such Unit.

Section 7. Limitation Upon Power of Association and Board of Directors. The powers of the Association and its Board of Directors as hereinabove set forth shall be limited in that they shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for the purpose of replacing or restoring any improvements which have been damaged or which reasonably require replacement for any reason) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Association or its Board of Directors authorize any structural alterations, capital additions to, or capital improvements to the Common Elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case obtaining the prior approval of a majority of the Class A Members and obtaining the written approval or waiver of any mortgagee holding any deed of trust on at least three (3) Units, provided any such mortgagee notifies the

Association's Board approve. The above the Board of Directors ever to make payments Developer shall erecting within t or any portion of and not the Assoc

Section 8. Directors may adopt able rules and regulations, maintenance, conservation located on the outside buildings located welfare of the Unit

Section 9. A to give the Association business for profit

Section 1. Developer, for each of the undersigned therefor, whether is deemed to cover officers, representatives or charges; and (2) assessments for repairs and (4) portions of assessments hereinafter for in this Declaration 20 of ARTICLE XII and collected from assessments, and of costs of collection the land and improvements against which each charge shall also persons who were when the assessment successor in title

Section 2. shall be used exclusively as provided for by health, safety and in particular for and facilities developed the Common Area and use and enjoyment upon the Lots and but not limited to, Elements, repairs located on the Lots of the Declaration, supervision of the and services listed

Section 3. assessments established constitute a fund to

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Association's Board of Directors of its ownership and desire to have the right to so approve. The above provisions of this Section 7 to the contrary notwithstanding, the Board of Directors of the Association shall have no power or authority whatsoever to make payment for any improvement located within the Development which the Developer shall cause to be placed within the Development. The responsibility for erecting within the Development all improvements shown by the Plans for the Development, or any portion of the plans for the Development, shall be placed upon the Developer, and not the Association.

Section 8. Rules and Regulations. A majority of the Association's Board of Directors may adopt and amend administrative rules and regulations and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation and beautification of the Common Elements, and areas of Units located on the outsides of buildings located on the Units and the exteriors of buildings located on the Units and for the health, comfort, safety and general welfare of the Unit Owners and occupants of buildings located on the Units.

Section 9. Active Business. Nothing hereinabove contained shall be construed to give the Association or its Board of Directors authority to conduct an active business for profit on behalf of the Association or the Unit Owners or any of them.

ARTICLE VI

ASSESSMENT - MAINTENANCE FUND

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Developer, for each Lot and Unit owned within the Property, hereby covenants, and each of the undersigned Owners, and each Owner of any Unit by acceptance of a Deed therefor, whether or not it shall be so expressed in any Deed or other conveyance, is deemed to covenant and agree to pay to the Association, or the duly authorized officers, representatives or agents of the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; and (3) special assessments for replacements or other non-periodic maintenance, hereinafter provided; and (4) portions of insurance premiums hereinafter described; and (5) special Unit assessments hereinafter described; and (6) any other sums or assessments provided for in this Declaration; and (7) fines and assessments as provided for by Section 20 of ARTICLE XII of this Declaration; such sums and assessments to be fixed, established and collected from time to time as hereinafter provided. All such annual and special assessments, and other sums and assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided for, shall be a charge on the land and improvements and shall be a continuing lien upon the land and improvements against which each such assessment or charge is made. Each such assessment or charge shall also be the joint and several personal obligation of the person or persons who were the Owners of such Unit, land, property or improvement at the time when the assessment fell due. The personal obligation shall not pass to such Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association to discharge its duties and obligations as provided for by the Declaration, and for the purposes of promoting the recreation, health, safety and welfare of the Unit Owners and residents of the Development, and in particular for the improvement and maintenance of the Property and the services and facilities devoted to this purpose, and for the improvement and maintenance of the Common Area and Common Elements, and the services and facilities related to the use and enjoyment of the Common Area and Common Elements, and of the buildings situated upon the Lots and Units, as required by the provisions of the Declaration, including but not limited to, the payment of taxes and insurance on the Common Area and Common Elements, repairs to, maintenance of, replacement of and additions to the buildings located on the Lots and Units and the Units as required by the terms and conditions of the Declaration, for the cost of labor, equipment, materials, management and supervision of the Common Area and Common Elements, and for the maintenance, repair and services listed in ARTICLE V and IX hereof, as required by such Articles.

Section 3. Maintenance Fund. The annual assessments or charges and special assessments established and collected under the terms of this Article shall constitute a fund to be known as the "Maintenance Fund".

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Section 4. Amount and Setting of Annual Assessments. From and after the conveyance of the first Unit to an Owner other than the Developer, or another Class B Member, or from and after the date of the first leasing or renting of the first Unit within the Development to be rented or leased, whichever shall first occur, and until January 1 of the year immediately following such conveyance, renting or leasing, the annual assessment upon each Unit shall be the sum of Three Hundred Dollars (\$300.00) per year. Beginning January 1 of the year immediately following such conveyance, renting or leasing the maximum annual assessment for all Units from time to time subject to assessment may be increased or decreased as follows:

(a) Each year, on or before December 1st, the Board of Directors of the Association shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacement or for maintenance of a periodic but not annual nature (such as painting), and shall on or before December 1st, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

(b) Beginning, and from and after January 1st of the year immediately following the conveyance of the first Unit to a Unit Owner other than the Developer, the maximum annual assessment may be increased above or below the assessment for the preceding year by the Association's Board of Directors, effective January 1st of each year, without a vote of the membership, if required to meet the established cash requirements described in subpart (a) of this Section 4, provided that if an increase, such increase must be in conformance with the rise, if any, of "The Consumers Price Index for Urban Wage Earners and Clerical Workers, all items, series A (CPI-U) (1967=100)" published by the United States Bureau of Labor, Bureau of Labor Statistics for the city of Kansas City, Missouri (or if such index does not exist, then the replacement index therefore, or the index substituted therefor, or, if none, then a similar index published by a department or division or service of the Government of the United States of America, which indicates the change in the value of the dollar, or the increase in the cost of living for this area, shall be used) for the month of November of the preceding year as compared to the month of November within that year which ends immediately prior to the beginning of the year for which the assessment is to be set (or if an index is not published for such month of November, then the index published for that month or date in closest proximity to the month of November shall be used).

(c) Beginning, and from and after January 1st of the year immediately following the conveyance of the first Unit to an Owner other than the Developer, the maximum annual assessment may be increased above the assessment for the preceding year and above the increased assessment determined pursuant to subpart (b) of this Section 4, if required to meet the established cash requirements described in subpart (a) of this Section 4, by a vote of the members for the next succeeding one (1) year, and at the end of each such one (1) year period for each succeeding period of one (1) year, provided that any such change shall have the approval of Sixty Percent (60%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Special Assessments for Capital Improvements or Other Purposes. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement; provided that any such assessment shall have the assent of Sixty Percent (60%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Special Tax Bill or Assessment for Public Improvements. The Association shall pay any special tax bill or benefit assessment of any public body for public improvements which abutt or run along any of the Common Area, or which

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benefit the entire Development as opposed to Unit Owners of only specific Units. The entire cost of any such tax bill or assessment shall, automatically, upon levy thereof by the public body or authority, automatically become a Special Assessment against all Units. The entire sum of such Special Assessments shall be apportioned equally among all of the Units. Such Special Assessments shall be used by the Association to pay the assessment or tax bill levied by the public body or authority. Such Special Assessment shall be due and owing by each Unit Owner in time to permit timely payment of the tax bill or assessment. Special Assessments provided for by this Section 6 shall be enforceable in that manner hereinafter provided for in this Article VI for enforcement of all assessments. Special Assessments provided for by this Section 6 shall attach to all Units, whether owned by Class A or Class B members or other members.

Section 7. Special Assessment for Replacement or Non-Periodic Maintenance. In the event Association is required to perform any non-periodic maintenance, repair or replacement for any portion of the Properties (including the exteriors of any improvements located upon the Lots or Units), including, by way of example only but not by way of limitation, the need for painting, cleaning or tuckpointing of exterior walls wherever located, and the need for resurfacing or replacing drives, driveways, parking areas and walkways, and the need to replace lawns and landscaping, wherever located, and in the further event the annual assessment for the Units shall be insufficient to cover the costs of such non-periodic maintenance, repair or replacement, together with the sum of other costs to be paid therefrom, or shall not have established a sufficient reserve for such repair, maintenance or replacement (a requirement that such reserve be established, although possibly advisable, shall not be implied herefrom), then the entire sum of the costs of such repair, maintenance or replacement of a non-periodic character shall be apportioned equally among all of the Units, and that portion of such cost apportioned to each such Unit shall constitute a special assessment against each such Unit. Such special assessment shall be used by the Association to pay the cost of such repair, replacement or maintenance of a non-periodic character, and shall be due and owing by each Unit Owner, on demand, in time to permit timely payment of the cost of the maintenance, repair or replacement. Special Assessments provided for in this Section 7 shall be enforceable in that manner hereinafter provided for in this Article VI for enforcement of all assessments. The sum of such special assessment shall be established by the majority vote of the Association's Board of Directors, acting within its sole and absolute discretion, and such determination by such Board or Directors, if made in good faith, shall be binding upon all Unit Owners.

Section 8. Uniform Rate of Assessment. In all cases, the rates of those assessment provided for by Sections 4, 5, 6 and 7 or this Article VI must be fixed at a uniform rate for all Units.

Section 9. Collection of Assessments. Both annual and special assessments shall be due and payable at such times, and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis.

Section 10. Quorum for Any Action Authorized Under Sections 4 and 5. At the first meeting called for a purpose provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 11. Special Assessments - Repair or Replacement or Maintenance to Be Done By Unit Owners. As hereinafter indicated in this Declaration, if the roofs and roof structures for individual Units are clearly divisible by party walls or other structures into separate roofs, serving the individual Units, then the individual Unit Owners of such Units are required to provide for all maintenance, repairs and replacements for the roof and roof structure, and gutters and downspouts, for their individual Units, and shall be required to pay the entire expense of same. If, however, the roof or roof structures for certain Units are not clearly divided by walls or other structures into individual roofs, serving the individual Units, (i.e. the Units share a common roof), then the Unit Owners of such Units shall be required to cooperate, and to jointly provide for all maintenance, repairs, servicing and upkeep for such roof and roof structure, and all portions thereof (including those portions

...serving only a sin those portions ser maintenance, repair gutters and downspouts by theoretically e of the building, a shall be required, repair, servicing, structure, and gut such extension of water lines, sewer under the above re owned, shall be re share the costs of Unit Owner shall b lines (utility line whether located w individual Unit Ow walls, surfaces an foundation, and r solely to the cos cleaning and tuckp repair and replace Unit Owner shall b necessary, that por contained within r replacement so as individual Unit Own as to maintain save items contained w lines serving more ciation or the Own served), and all g and hardware, and w privacy fences. If for any item of re Owners by this Sect Associations Board to cause the item expense of the Unit cost of such peror automatically, beco perform same and th Units. Such Special for in this Article obligated for same, shall constitute a the same fashion as

Section 12. ... the annual and spec in this Article VI the date when such of by the Developer any event such asse occupied as resident No Assessment shall or first rented, or first occupied as a commence on the fir the Unit, when the and shall continue and such first rent this Section 12 to subject to assessme to such Unit termina this Declaration. matically subject to such subparts of su such Unit. The fir

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serving only a single Unit), and the gutters and downspouts for their Units (including those portions serving only a single Unit); provided, however, that the costs of all maintenance, repair, servicing and upkeep for such roof and roof structure and gutters and downspouts to be paid by the individual Unit Owners shall be determined by theoretically extending the planes of the common, party walls, through the roof of the building, and through the exterior walls, and each individual Unit Owner shall be required to pay all costs and expenses attributable to the maintenance, repair, servicing, replacement and upkeep of that portion of the roof and roof structure, and gutters and downspouts, located within his Unit, as determined by such extension of the planes of such party walls. Unit Owners of Units serviced by water lines, sewer lines or utility lines, which are a part of the Common Elements, under the above terms and conditions of this Declaration, and which are not publicly owned, shall be required to maintain, repair and replace such utility lines, and to share the costs of such maintenance, repair and replacement, equally. Each individual Unit Owner shall be required to maintain, repair and replace all customer service lines (utility lines), laterals and other utility lines serving only his Unit, whether located within the boundary lines of a Unit or within the Common Area. Each individual Unit Owner shall further be required to maintain, in good repair all walls, surfaces and structural elements for his Unit, including walls, floors and foundation, and the maintenance obligations of the Association shall be limited solely to the cosmetic appearance of exterior walls and surfaces, including painting, cleaning and tuckpointing. Each Unit Owner shall further be required to maintain, repair and replace the heating and air conditioning equipment for his Unit. Each Unit Owner shall further be required to provide snow removal for, and to replace, if necessary, that portion of any sidewalk, walkway, drive, driveway or parking area contained within the boundary lines of his Unit, which may, hereafter, require replacement so as to maintain same in a safe, neat and attractive condition. Each individual Unit Owner shall further be required to repair, maintain and replace (so as to maintain same in a safe, clean, neat, attractive and slightly condition) all items contained within the interiors of his Unit (with the exception of utility lines serving more than one or another Unit, which shall be maintained by the Association or the Owners of the Unit served thereby, at the costs of the Unit Owners so served), and all glass surfaces, patio and storage area walls, fences, doors, gates and hardware, and windows and window hardware, and private patios and decks and privacy fences. If any Unit Owner or Unit Owners should fail to perform or provide for any item of repair, replacement or maintenance imposed upon such Unit Owner or Owners by this Section 11, or any other provisions of this Declaration, then the Associations Board of Directors, in its discretion, may (but shall not be required) to cause the item of repair, maintenance or replacement to be performed, at the expense of the Unit Owner or Owners required to perform or to provide for same. The cost of such performance of such item of repair, maintenance or replacement shall, automatically, become a special assessment against the Unit Owners required to perform same and their respective Units, and shall constitute a lien upon such Units. Such Special Assessment shall bear interest at that rate hereinafter provided for in this Article VI and shall be enforceable against the Unit Owners and Units obligated for same, in that manner hereinafter provided for in this Article VI, and shall constitute a lien against the Unit and the improvements making up the Unit, in the same fashion as is provided for by this ARTICLE VI with respect to other assessments.

Section 12. Date of Commencement of Annual Assessments: Due Dates. All of the annual and special assessments and other assessments hereinabove provided for in this Article VI shall apply to each Unit from and after (and beginning with) the date when such Unit is rented, leased, sold, conveyed or otherwise disposed of by the Developer or the Builder erecting the building containing the Unit. In any event such assessment shall apply, beginning with the date that a Unit is first occupied as residence (whether under a lease or rental basis, or any other basis). No Assessment shall attach to any Unit, until such Unit is either first conveyed, or first rented, or first leased by the Developer or the Builder thereof, or is first occupied as a residence. The annual assessments provided for herein shall commence on the first day following the completion of the structure located upon the Unit, when the Unit is first rented, leased, sold or occupied as a residence, and shall continue thereafter unabated, but shall not apply prior to such completion, and such first renting, leasing, selling or occupancy. The above provisions of this Section 12 to the contrary notwithstanding, however, a Unit shall become subject to assessments, automatically, should the Class B voting rights attributable to such Unit terminate under any one of subparts (a) through (e) of Article II of this Declaration. In the event of such termination, the Unit shall become automatically subject to assessment, affective on the date of such termination under such subparts of such Article II of the Class B voting rights attributable to such Unit. The first annual assessment for each Unit shall be adjusted according to

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the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period, unless approval of the Association's membership is required as hereinabove provided for in this Declaration. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Association's Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 13. Assessment for a Portion of Insurance Premiums. ARTICLE XIII of this Declaration provides that the Association, by and through its Board of Directors, shall obtain and maintain insurance on all Units and the improvements located thereon. In addition to the assessments provided for above, each Owner of each Unit covenants to pay to the Association his pro rata share of the total insurance premium, as provided for by Section 2 of ARTICLE XIII of this Declaration. In the event an Owner fails or refuses to pay the aforesaid prorated portion of the premium for that insurance described by ARTICLE XIII of this Declaration, then such prorated amount of such premium shall be added to and become a part of the annual assessment to which such Unit is subject under this Declaration, and as a part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable, and be collectible, in all respects as provided for the annual assessment by this Declaration. As indicated by Section 2 of ARTICLE XIII of this Declaration, the Unit Owner's prorated portion of the premium for that insurance described in ARTICLE XIII of this Declaration, shall, at the option of the Association's Board of Directors (or the insurers selected by it), be paid to the Association, or the insurance carrier for the insurance to be obtained and maintained under ARTICLE XIII of the Declaration. However, in any event, if an Owner fails or refuses to pay his aforesaid prorated portion of the premium for the insurance described in ARTICLE XIII of this Declaration, then such prorated amount of such premium shall be added to and become a part of the Annual Maintenance Assessment hereinabove provided for in Section 4 of this ARTICLE VI, and, as a part of such annual assessment, shall be a lien and obligation of the Unit Owner, and a lien against the Unit owned by such Unit Owner, and shall become due and payable, and be collectible, in all respects as provided for the Annual Assessment hereinabove described in Section 4 of this ARTICLE VI.

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the then current maximum rate being charged by Columbia, Missouri, banks to standard risk, individual borrowers (but in no event less than ten percent (10%)), and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 15. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any property subject to assessment; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments thereof thereafter becoming due.

Section 16. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area and

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Elements; and (c) all Units owned by the Developer or his assignees of his rights as Developer and Builders, other than those used for rental or lease purposes (provided that such Units shall be subject to the assessments when and as provided for by the above Sections of this Article VI); and (d) all Units owned by the Developer or a Builder, until same have been rented, leased, sold or occupied, unless otherwise subject to assessment under the foregoing provisions of this ARTICLE VI. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 17. Collection of Assessments. Both annual and special assessments shall be due and payable at such times, and in such installments, as the Association's Board of Directors shall determine, and may be collected on an annual, semi-annual, quarterly or monthly basis.

Section 18. Retroactive Effect of Assessments. If a change in the annual assessment provided for by Section 4 of this ARTICLE VI requires approval of Unit Owners, and such approval is not obtained until after the first day of the calendar year within such assessment is to be charged, such new assessment shall be retroactive from the date of approval to the first day of the calendar year and shall apply for the entire calendar year. If installments upon the Assessment have been previously paid, prior to such approval, then the sum of any deficiency in such installments shall be due on the due date of that installment which next follows approval of the Assessment, or if there is no such installment, shall be immediately due following such approval.

Section 19. Failure to Establish Assessment. If the annual assessment described in Section 4 shall not be set for any year the assessment for the preceding year shall be in effect for such year.

ARTICLE VII

PARTY WALLS

Section 1. General Rules and Law to Apply. Each wall or fence which is built as a part of the original construction of a home upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence and the foundations and footings therefor shall be shared by the Owners who make use of same in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by a fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be submitted to and determined by a Board of three (3) arbitrators as follows: the party desiring to have the matter in dispute submitted to arbitration shall give the other party written notice of such desire and shall name one of the arbitrators in such notice. Within 10 days after the receipt of such notice, the other party shall name a second arbitrator, and in case of failure to do so, the party who has already named an arbitrator, may have the second arbitrator selected or appointed by a judge of the Boone County Circuit Court, State of Missouri, and two arbitrators so appointed in

either manner as arbitrators so days after the arbitrator selected appointed shall or difference, binding upon all each pay the expenses of such arbitration and Statutes of Mis-

So long as other structure within the Common thereon by the B cations for which B voting rights in color, or exterior building, fence, or at any local Developer, and r or maintained w nature, kind, s to and approved no exterior addi improvement loca alteration or ex on any building, Common Areas, ar wall or improv (temporary or pe or within the Co alteration, ena or other structu and location of of external des intended use and the Board of Dir composed of two Board, or its de location within to it, approval fully complied w its architectural alteration of, a building of any within the Commo Association and as to external de to surrounding s quality as the r there be any cha roof, gutter, de within the Devel if Class B votin the Association, in the type or n any structure w by the Developer, Board of Director the intention of Association, or architectural co B voting rights, as it exercises Class B voting r

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either manner shall select and appoint a third arbitrator, and in the event the two arbitrators so appointed shall fail to appoint a third arbitrator within ten (10) days after the naming of the second arbitrator, either party may have the third arbitrator selected or appointed by one of said judges, and the three arbitrators so appointed shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two of them shall be final, conclusive and binding upon all parties. In all cases of arbitration, the parties hereto shall each pay the expense of his own attorney's and witnesses' fees, and all other expenses of such arbitration shall be divided equally between the parties. Such arbitration shall be conducted in accordance with Chapter 435 of the Revised Statutes of Missouri, same being the Uniform Arbitration Act.

ARTICLE VIII

ARCHITECTURAL CONTROL

So long as Class B voting rights are in existence, no building, fence, wall or other structure shall be commenced, erected or maintained within the Lots or Units or within the Common Areas, or at any location within the Parcel, other than those placed thereon by the Developer or its assignees, and those, the plans, drawings and specifications for which have been previously approved by the Developer. So long as Class B voting rights exist, no exterior addition to, or alteration, or exterior change in color, or exterior change in materials, shall be made on any completed structure, building, fence, wall or improvement located within a Lot, or within the Common Areas, or at any location within the Parcel, other than those previously approved by the Developer, and no building, fence, wall or other structure shall be commenced, erected or maintained within a Lot or Unit, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of same have been submitted to and approved by the Developer. After Class B voting rights have ceased to exist, no exterior addition to, or change to, or alteration of any structure, building or improvement located within a Unit or within the Common Areas shall be made, and no alteration or exterior change in color or exterior building materials shall be made on any building, fence, wall or improvement located within the Units or within the Common Areas, and no change in the exterior appearance of any such building, fence, wall or improvement shall be made, and no building, fence, wall or other structure (temporary or permanent) shall be commenced, erected or maintained within a Lot, or Unit or within the Common Areas, until the plans and specifications for such addition, alteration, change, change in color, change in materials, or such building, fence, wall or other structure, showing, in detail, the nature, kind, shape, color, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design, external color, external building materials, appearance, size, intended use and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of two or more representatives appointed by said board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In no event shall the Board of Directors of the Association, or its architectural control committee approve any exterior addition to, or change to or alteration of, or change of exterior color or building material, or erection or building of any structure or building or improvement located within a Lot or Unit, or within the Common Areas, unless same is deemed to be in the very best interests of the Association and the Development, and is deemed to be in total and complete harmony as to external design and location, size, appearance and intended use in relation to surrounding structures and topography, and is deemed to be of at least the same quality as the then existing structures located within the Lots. In no event shall there be any change in the exterior appearance or color of any building, fence, wall, roof, gutter, downspout, door, window or other structures or portions of structures within the Development or Property until such change has been approved by the Developer, if Class B voting rights are in existence, or thereafter by the Board of Directors of the Association, or its architectural control committee, and there shall be no change in the type or nature of exterior roofing materials or other exterior materials for any structure within the Development or Property until such change has been approved by the Developer, if Class B voting rights are in existence, or thereafter by the Board of Directors of the Association, or its architectural control committee. It is the intention of the parties to this instrument that the Board of Directors of the Association, or its architectural control committee shall have full and complete architectural control over the entire Development, following the termination of Class B voting rights, and that the discretion of such committee shall be unlimited, so long as it exercises good faith. In any event, whether before or after termination of Class B voting rights, any Builder who proposes to build a new building upon a Lot

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shall be required to submit a landscaping plan. Such landscaping plan must, prior to termination of Class B voting rights, be approved by the Developer, and must, thereafter, be approved by the Association's Board of Directors or its architectural control committee. Any such landscaping plan must provide for landscaping of the nature, type and quality equivalent to the landscaping of any existing buildings and structures located within the Development. Once plans and specifications for a building or structure, or landscaping plans for landscaping, have been approved by the Developer or the Association's Board of Directors or its architectural control committee under the provisions of this Article VIII, the Association's Board of Directors shall have the power and authority to compel that the buildings, structures, improvements and landscaping provided for thereby be completed in compliance therewith within a reasonable time following the start of the work therefor, and until such completion, the Owners of Units contained within such structures shall not be entitled to any voting rights at any membership meetings of the Association. In the event buildings, structures or improvements or landscaping provided for by plans, specifications or a landscaping plan approved by the Developer and/or the Association's Board of Directors or its architectural control committee are not completed within a reasonable time following the start thereon, then the Association's Board of Directors shall have the right, power and authority to compel such completion pursuant to such plans, specifications or landscaping plans by mandatory injunctive relief, or other suitable court order, and, until such completion, shall be permitted to bar occupancy, or continuing occupancy, of any applicable Units, by injunction or otherwise. No landscaping shall be performed upon any Unit or Lot, or within the boundary lines of any Unit or Lot, and no trees, shrubs, plants, flowers or other similar items shall be planted within the boundary lines of any Unit or Lot, or within the Common Area, other than such as are provided for by a landscaping plan approved by the Developer or by the Association's Board of Directors, or its architectural control committee, until same shall have been approved by the Developer, so long as Class B voting rights exist, and thereafter by the Association's Board of Directors or its architectural control committee. No landscaping upon any Lot, Unit or any real estate within the Parcel shall be changed, altered, modified or added to, and no trees, shrubs, plants, flowers or similar items shall be planted within the boundary lines of such Lots, Units, Common Areas or the Parcel until plans for same have been approved by the Developer, so long as Class B voting rights are in existence, or thereafter by the Association's Board of Directors or its architectural control committee.

ARTICLE IX

MAINTENANCE

Section 1. General Maintenance. In addition to all maintenance, repair and replacement of all improvement (other than utility lines serving only one Unit) upon the Common Areas and making up the Common Elements, the Association shall provide exterior maintenance upon each Unit, and the buildings and improvements thereon, which are subject to assessment hereunder, as follows: paint, provide minor repairs for, and clean gutters and downspouts; paint, clean, tuckpoint and provide other cosmetic maintenance for exterior building walls and privacy fences; irrigate, mow and cut and otherwise care for, provide gardening services for and maintain trees, shrubs, grass, lawns and plantings (provided, however, that reasonable amounts of water reasonably required for the irrigation of trees, shrubs, grass, lawns and plantings located within the boundary lines of a Unit, as opposed to the Common Area, shall be provided to the Association by the Unit Owner of such Unit, at his sole expense); clean and provide general maintenance (not including snow removal) for walkways, sidewalks, drives and parking areas (provided, however, that all snow removal for, and that all replacement of walkways, sidewalks, drives and parking areas located within the boundary lines of a Unit shall be made by the individual Unit Owners). Such exterior maintenance shall not include repair or replacement of roofs or roof structures, or replacement of gutters and downspouts, and shall not include the providing of water for irrigation, and shall not include any maintenance, other than cosmetic maintenance, for exterior building walls or exterior building components, or privacy fences, and shall not include heating and air conditioning systems or appliances (whether located within the boundary lines of the Units or not), and shall not include snow removal for walks, walkways and drives located within the boundary lines of Units or serving only one Unit (such snow removal shall be provided by the individual Unit Owners), and shall not include repair, maintenance or replacement of utility lines serving only one (1) Unit (whether located within the boundary lines of a Unit or not), and shall not include glass surfaces, screens, decks, doors, structural elements, structural elements of exterior walls or exterior building components, roofs, fences, doors, gates and hardware, private patios and decks, windows and window hardware, or any repairs, maintenance or replacements on the interiors of buildings and structures located on the Units, all of which shall

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be maintained by the Unit Owner or Owners as otherwise provided in this Declaration and shall not include structural elements other than cosmetic maintenance of external walls or privacy fences.

In the event that the need for maintenance or repair or replacement of a particular Unit or building, or of any part thereof, or of the Common Area or Elements, or any part thereof, or of any landscaping, trees, shrubs, lawns or similar items is caused by the negligent or intentional act of any Owner or persons residing in any Unit within the Properties, the cost of such maintenance and repair shall be paid by the Unit Owner of such Unit, and, if paid by the Association, shall be added to and shall constitute a part of the assessment against the Unit owned by such Owner or occupied by such persons. The determination that such maintenance or repair is necessary shall be made by a majority of the Directors on the basis of protecting the public safety of residents and visitors to the Property or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Properties or other Units.

Section 2. Maintenance of Roofs, Gutters and Downspouts. If the roofs and roof structures for individual Units are clearly divisible by party walls or other structures into separate roofs serving the individual Units, then the individual Unit Owners of such Units shall be required to provide for all maintenance, repairs and replacements for the roof and roof structure, and gutters and downspouts, for their individual Units, and shall be required to pay the entire expense of same. If the roof or roof structures for certain Units are not clearly divided by walls or other structures into individual roofs, serving the individual Units, (i.e. the Units share a common roof), then the Unit Owners of such Units shall be required to cooperate, and to jointly provide for all maintenance, repairs, servicing and upkeep for such roof and roof structure, and the gutters and downspouts for their Units; provided, however, that the costs of all maintenance, repairs, servicing and upkeep for such roof and roof structures and gutters and downspouts to be paid by the individual Unit Owners shall be determined by theoretically extending the plane of the Common, party walls, through the roof of the Building, and through the exterior walls, and each individual Unit Owner shall be required to pay all costs and expenses attributable to the maintenance, repair, servicing, replacement and upkeep of that portion of the roof and roof structure, and gutters and downspouts located within his Unit, as determined by such extension of the plane of such party walls. The provisions of this Section 2 to the contrary notwithstanding, however, and all of the provisions of this Declaration to the contrary notwithstanding, however, any roof patching or resurfacing, and any replacement of gutters or downspouts, for any Unit or Units containing or located within a Building can be done only with the cooperation of the Owners of all Units containing, or located within such Building, so as to preserve a uniform appearance for all roof surfaces and gutters and downspouts for such Building. Therefore, any roof resurfacing or patching, or gutter or downspout alterations shall be done only with the cooperation of the Owners of all Units located within or containing a Building so as to preserve for that Building a uniform appearance for the gutters, downspouts and roof surfaces for such Building. The provisions of this Section 2 to the contrary notwithstanding, and any of the provisions of this Declaration to the contrary notwithstanding, there shall be no change in the exterior color of, or the exterior surface material of, any roof, gutters or downspouts without the consent of the Association's Board of Directors or its architectural control committee first obtained. Should any Owner of any Unit perform any roof repair or replacement, or gutter or downspouts repair or replacement, or other maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 2, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, by such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorneys fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

Section 3. Privacy Fences, Porches, Walkways, Driveways, Sidewalks, Sewers, Utility Lines or Other Improvements Common to More Than One Unit. In the event a privacy fence, porch, walkway, driveway, sidewalk, utility line or other improvement serving more than one Unit requires repair or replacement (other than

maintenance, re- by this Declarat equally to the c pays the entire the prorata sha such repair or r or invitees of a In the event a s requires mainter maintenance, rep replacement sha The costs of sur become a part of assessment shall above terms and of such annual dealing with ent repair or replac to contribute un reimbursement, un to which such Un for by ARTICLE V Owner seek to en addition to the interest thereon attorneys fees in reimbursement sh therefor, and sh Unit Owner entir lien, by suit or to which he is e fees.

Section 4. of all other port bility of such Co removal for drive lines of a Unit, portions of Unit all walls, wall s fences, porches a Association for a located within t maintenance and r be repaired, main boundary lines of glass surfaces, s structural element hardware, private replacement of pr all of which sha and replacment of the responsibility Section 2 of this for the painting, exterior walls, s Owner shall be re for all maintenanc surfaces and priva his Unit, includi shall be required and other landscap of trees, shrubs, shall be provided all heating and a whether located w the Association s all parking areas.

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maintenance, repairs or replacements specifically imposed upon the Association by this Declaration, the Owners of such Units shall be required to contribute equally to the costs of such repair or replacement. If one of such Unit Owners pays the entire said cost then he shall be entitled to immediate reimbursement of the prorata share of such cost from the other Unit Owners. If the necessity for such repair or replacement is caused by the fault or negligence of Owner, occupants or invitees of any Unit, the Owner of such Unit shall pay the entire cost of same. In the event a sewer line, water line or utility line, serving more than one Unit, requires maintenance, repair or replacement, then the Association may provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement shall be paid equally by the Unit Owners of the Units serviced by same. The costs of such maintenance, repair or replacement shall be added to, and shall become a part of the assessment to which each such Unit is subject. This type of assessment shall be added to the annual Assessments and charges provided for by the above terms and conditions of this Declaration, and shall be enforceable as a part of such annual Assessments pursuant to the above terms and conditions of this Declaration dealing with enforcement. Should any Owner of any Unit perform any maintenance, repair or replacement or servicing or upkeep to which other Unit Owners are required to contribute under this Section 3, then such Unit Owner shall be entitled to immediate reimbursement, upon demand, by such other Unit Owners, and the sum of such reimbursement to which such Unit Owner shall be entitled shall bear interest at the rate provided for by ARTICLE VI of this Declaration from the date of demand. Should such Unit Owner seek to enforce his right to reimbursement by legal proceeding, then, in addition to the sum of the reimbursement to which he is entitled, together with interest thereon, he shall be entitled to recover his reasonable costs, expenses and attorneys fees incurred in connection with such legal proceedings. The sum of such reimbursement shall constitute a lien against the Units of the Owners responsible therefor, and shall constitute a charge upon the land and the improvements, and the Unit Owner entitled to reimbursement shall be entitled to proceed to enforce such lien, by suit or otherwise, and, shall be entitled to recover the sum of the reimbursement to which he is entitled, together with interest thereon and his costs and attorney's fees.

Section 4. Other Maintenance or Replacement of Improvements on Units. Maintenance of all other portions of the premises purchased by Unit Owners shall be the responsibility of such Owners, including, but without limitation, the following: snow removal for drives, parking areas, walks and walkways located within the boundary lines of a Unit, or serving only a single Unit; repair and maintenance of all structural portions of Units (both interior and exterior), and of all structural portions of all walls, wall surfaces (including replacement of exterior wall surfaces), privacy fences, porches and patios (cosmetic maintenance only shall be provided by the Association for these items); replacement of drives, driveways and walks and walkways located within the boundary lines of a Unit, or which serve only one Unit; repair, maintenance and replacement of utility lines which serve only one Unit, which shall be repaired, maintained and replaced by the Unit Owner (whether located within the boundary lines of a Unit or the Common Area); repair, maintenance and replacement of glass surfaces, screens, decks, doors, heating or air conditioning equipment, structural elements, structural elements of exterior walls, fences, doors, gates and hardware, private patios and decks, windows and window hardware, and repair or replacement of privacy fences or any portion thereof (other than cosmetic maintenance), all of which shall be maintained by the individual Unit Owners. Maintenance, repair and replacement of all parts of the roofs and roof structures for the Units shall be the responsibility of the Unit Owners as hereinabove specifically provided for in Section 2 of this ARTICLE IX. Although the Association shall be required to provide for the painting, cleaning and tuckpointing, and other cosmetic maintenance of exterior walls, surfaces, and privacy fences for the Units, each individual Unit Owner shall be responsible for the maintenance of the structural integrity of, and for all maintenance other than purely cosmetic maintenance for the exterior walls, surfaces and privacy fences for his Unit, and for all other structural elements of his Unit, including floors, foundations, ceilings and walls. Although the Association shall be required to provide for the irrigation and watering of lawns, trees, shrubs and other landscaping, water reasonably required to provide for reasonable irrigation of trees, shrubs, lawns and plantings located within the boundary lines of a Unit shall be provided by the Unit Owner of such Unit. Each Unit Owner shall maintain all heating and air conditioning equipment and cooling equipment for his Unit, whether located within the boundary lines of his Unit or the Common Area. Although the Association shall be required to provide cleaning and general maintenance for all parking areas, drives and sidewalks contained within the boundary lines of a

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Unit, the individual Unit Owner owning such sidewalks, and for all other repairs of, and for the replacement for any of such drives, parking areas or sidewalks required to maintain same in a clean, safe, neat and attractive condition. Maintenance of all portions of the premises purchased by Unit Owners, not specifically imposed upon the Association by this Declaration, shall be the responsibility of such Owners.

Section 5. Mixed Refuse Removal. The City of Columbia, Missouri may not provide front or back door mixed refuse service for certain of the Units, as the Units may be located on private drives and/or private streets, which are not publicly owned nor publicly dedicated. Therefore, the owners or occupants of each such Unit shall be required to carry their mixed refuse to dumpsters, trash containers or other areas designated for mixed refuse. At weekly intervals, on the day designated by the Mixed Refuse Service of the City of Columbia, Missouri for pickup, the owners and occupants of all such Units will cause mixed refuse to be placed at a location designated by the Developer and/or the Association at a time which will permit the removal therefrom by the Mixed Refuse Service of the City of Columbia, Missouri, in mixed refuse bags provided by the City of Columbia, Missouri, or equivalent bags.

Section 6. Special Assessment. In the event an Owner or Owners of any Unit or Units fail to perform any repair, replacement or maintenance specifically imposed upon them by this Declaration, including this Article IX, and in the further event the Association's Board of Directors, in its sole, absolute and unmitigated discretion, determines that the conditions require maintenance, repair, replacement or service for the purposes of protecting the interests of any Unit Owners, or of other Unit Owners, or the public safety, or the safety of residents in or visitors to the properties, or to prevent or avoid damage to or destruction of any part, portion or aspect of the value of the Properties or of any Unit or Units, the Association shall have the right, but not the obligation, through its Directors, agents and employees, and after approval of a majority of the Board of Directors (no approval by the members of the Association shall be required), to enter without permission, upon or within said Unit or Units, and any portion of the Lot or Lots within which same are located, and into the building or buildings thereon, and to maintain, repair, replace or service the same. The cost of such maintenance, repair, replacement or service shall constitute a special Unit assessment against each of such Units and shall become a part of the assessment to which each such Unit or Units are subject, and shall constitute a lien, and be collectible and enforceable in that manner hereinabove described in Article VI of this Declaration. Such assessments shall be due on demand by the Association.

Section 7. All Repairs to be Collectively Performed are to be Deemed to be Performed by the Association. All repairs which are to be collectively performed by the Owners of more than one Unit (i.e. either by the Association, or by the Owners of all Units located within a Lot, or by the Owners of all Units located within a building), shall, for purposes of construing the easements in the Association provided for by this Declaration, be deemed to be repairs and maintenance and replacements to be performed by the Association.

Section 8. Standards of Maintenance and Repair. The individual Unit Owners of all Units, and the Unit Owners of certain Units, collectively (where collective maintenance obligations are imposed upon by the above provisions of this Declaration), shall be obligated to the Association, and to each other, and to all other Unit Owners, to cause those obligations imposed upon them by the above provisions of this Declaration for snow removal, landscaping replacement, roof repairs and maintenance, gutter and downspout repair and maintenance, and all other repairs, maintenance and replacements hereinabove described, to be performed at all times, so as to cause all portions of their Units and buildings, and all Common Areas and Common Elements with respect to which they have maintenance obligations under the above provisions of this Declaration, to be maintained in a clean, safe, neat and attractive condition, according to maximum standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, so as to maintain their Units, and all buildings, and the Development in as clean, safe, neat, attractive and aesthetically pleasing a condition as is reasonably possible. In the event of any dispute over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty, such dispute shall be resolved either by the Association's Board of Directors, acting within its sole, absolute and unmitigated discretion, or by a maintenance committee consisting of Unit Owners, appointed by such Board of Directors. Any decision made

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by a majority vote of the Board of Directors or such a Maintenance Committee shall be binding upon all parties. It is the intention of the parties to this instrument, including the Developer, that the Development and all improvements located thereon be maintained as a Development of the highest order, and that maximum standards of cleanliness, safety, neatness, beauty, attractiveness and aesthetics be maintained, and that the Development be free of any conditions of unsightliness, including (by way of example only, but not by way of limitation), the following: chipped, flaking or discolored paint; dead or dying lawns, trees, shrubs, vegetation or the like; discolored roofs or roofs requiring patching or maintenance; loose, rusted or discolored gutters or downspouts; walkways, driveways, sidewalks or parking areas which require patching or resurfacing; brick surfaces in need of cleaning or tuckpointing; other conditions of any kind or nature whatsoever, without limitation, which would reasonably be construed as not in keeping with maximum practicable standards of cleanliness, safety, neatness, beauty, attractiveness or aesthetics.

ARTICLE X

GRANTS AND RESERVATIONS OF EASEMENTS

Section 1. Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through all of the Properties, including each Unit and the buildings and structures located thereon, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of any items, Units, things or areas of or on the Properties, provided that exercise of this easement as it affects the individual Units shall be at reasonable times with reasonable notice to the individual Unit Owners, except in any case where emergency conditions exist which would place any Unit, or any portion thereof, or any other portion of the Properties, or any part or portion of the value of the Properties in immediate peril or danger if repairs, maintenance and/or restoration were not immediately effected.

Section 2. Easements for Road or Driveway or Walkway or Sidewalk Purposes. Easements for road or driveway or walkway or sidewalk purposes shall exist, as established by the Plat, and shall exist, whether or not shown on the Plat or formally dedicated by any Plat or other instrument over all roads, streets, driveways, sidewalks and parking areas which serve more than one Unit, as actually constructed (whether contained within the Common Areas or within the boundaries of a Unit). Such easements, which shall exist over all nonpublic roads, streets, driveways, drives, parking areas, walkways and sidewalks constructed within the Parcel and within the Property (whether located within the Common Areas or the boundaries of one or more of the Units), shall be owned by the Association, which shall hold the same for the benefit of all Units and all Unit Owners and the residents of all Units. It is anticipated that certain portions of the driveways, parking areas, drives, walkways and sidewalks constructed within the Parcel, and constituting a part of the Property, will be located within the boundaries of certain of the Units. Such portions of such driveways, drives, parking areas, walkways and sidewalks shall be subject to the easements for road, or driveway, or walkway, or sidewalk purposes provided by this Section 2, and the individual Unit Owner, owning the Unit within which such portion of the driveway, drive, parking area, walkway or sidewalk is located, shall have no right whatsoever to erect any structure or improvement upon such portion of such drive, driveway, parking area, walkway or sidewalk or to use such portion of such drive, driveway, parking area, walkway or sidewalk in such a manner as to interfere with, or block the usage of such portion of such drive, driveway, parking area, walkway or sidewalk by other Unit Owners who must necessarily use such portion of such drive, driveway, parking area, walkway or sidewalk in order to obtain access to, or ingress to or egress from their particular Units. The easements provided by this Section 2 shall constitute a part of the Common Elements, and the driveways, drives, parking areas, sidewalks and walkways, shall constitute a part of the Common Elements. All Unit Owners and residents shall have an easement across the real estate subject to such easements and all roads, driveways, drives, parking areas, sidewalks and walkways within the Property when required for access to and ingress and egress to and from their Unit, which shall run with their Unit. Such easement for access, ingress and egress shall be appurtenant to, and run with each Unit. The easements in the Association described by this Section shall be appurtenant to, and run with the Common Areas and Elements. The Developer hereby reserves an easement, concurrent with the easements for road, driveway, walkway

or sidewalk purpose real estate subject to parking areas, walkways, to, ingress to and egress in the Declaration for construction or interfere with the driveway, walks, Section 2, shall be IX of this Declaration.

Section 3. Easement of any portion of an Association, encroachment thereof, in the event an improvement is of any Unit whether of an Owner permitted, and the same shall exist. Finally constructed and upon the Common Area and the Common Area other improvements for encroachment may occur (and it includes eaves, balconies, the design, or design of buildings, utility lines among Units, Common

Section 4. Easements and line of another building or any other portion for the benefit of and other portions.

Section 5. Easement of ingress part of the Parcel, of the Properties, interfere with the that such easement and conveyed to Owner.

Section 6. Access for access to, ingress drives, driveways, constructed within estate and portions contained within walkway or sidewalk to, ingress to and full enjoyment of Owner shall have a private garden appurtenant to and

Section 7. Common public or private.

Section 1. Maintenance

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or sidewalk purposes and other easements described by this Section, over and upon the real estate subject to such easements, and over all roads, streets, driveways, drives, parking areas, walkways and sidewalks not publicly dedicated for purposes of access to, ingress to and egress from all and every part of the real estate first described in the Declaration for construction purposes; provided, however, that such easements for construction purposes shall not be used in such a manner as to unreasonably interfere with the use and enjoyment of any particular Unit by the Owner thereof. Notwithstanding anything to the contrary hereinabove set forth, the streets, roads, driveways, walks, walkways and other elements subjected to the easement by this Section 2, shall be maintained in that manner hereinabove provided for in Article IX of this Declaration.

Section 3. Easement for Encroachments. Each Owner of a Unit covenants that if any portion of any improvement, whether same be an improvement of an Owner or of the Association, encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, and for repair and reconstruction thereof, in the event of damage or destruction, shall and does exist. In the event an improvement is partially or totally destroyed and then re-constructed, each Owner of any Unit further covenants that encroachment of any portion of any improvement, whether of an Owner or of the Association, upon a Unit due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist. Each building, and all utility lines and other improvements as originally constructed on each Unit shall have an easement to encroach on any other Unit, and upon the Common Areas and dedicated areas as originally constructed and laid out; and the Common Areas, dedicated areas and each building and all utility lines and other improvements as originally constructed thereon, shall have a reciprocal easement for encroachment upon each Unit and any portions of the Property. Such encroachments may occur (and it is anticipated that such encroachments will occur because of overhanging eaves, balconies, decks and footings and foundations) as the result of overhangs in the design, or deviations in construction from the Development Plans or location of buildings, utility lines and other improvements across boundary lines and between and among Units, Common Areas and dedicated areas.

Section 4. Easement for Support. Every portion of a building, or utility easements and lines, and of any portion of the Properties contributing to the support of another building, utility appliance, utility equipment, utility line, improvement, or any other portion of the Properties, shall be burdened with an easement of support for the benefit of all other such buildings, utility easements and lines, improvements and other portions of the Properties.

Section 5. Construction and Development Easement. The Developer shall have an easement of ingress and egress for the purpose of construction and development of any part of the Parcel, and for the purpose of construction and development of any part of the Properties, for so long as the exercise of such easement does not unreasonably interfere with the use of the recreational facilities and Common Areas and provided that such easement does not apply to the individual Units which have been completed and conveyed to Owners.

Section 6. Access, Ingress and Egress. Every Unit Owner shall have an easement for access to, ingress to and egress from his Unit over, across and upon all streets, drives, driveways, parkings areas, walkways and sidewalks, as shown by the Plat or as constructed within the Property (whether or not shown by the Plat), and all real estate and portions of the Common Areas and Common Elements, and all real estate contained within any of the Units upon which a street, drive, driveway, parking area, walkway or sidewalk is constructed, as necessary to insure adequate means of access to, ingress to and egress from the Unit Owner's Unit and to the Common Areas, and the full enjoyment of the Owners Unit and the improvements located thereon. Every Unit Owner shall have an exclusive easement over and upon any patio, balcony, deck, or private garden attached to or adjacent to, and abutting upon his Unit, and intended for his exclusive use. Such easements as are described in this Section shall be appurtenant to and run with each Unit.

Section 7. Other Easements. All other easements, as shown by the Plat, whether public or private, shall exist as shown by the Plat.

ARTICLE XI

PROPERTY RIGHTS IN COMMON AREA

Section 1. Members' Easements of Enjoyment. Every Member and their guests,

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renters and invitees and lessees and the lessees of Developer shall have a right of ingress and egress and easement of enjoyment in and to the Common Area and Common Elements and the facilities, improvements and recreational facilities located thereon and such easement shall be appurtenant to and shall pass with the title to every assessed Unit; provided, however, that those areas hereinafter designated as "Limited Common Areas" or "Limited Common Elements" shall be reserved for the use of the applicable Unit or Units, and the owners or occupants thereof, to the exclusion of all other Units and the owners or occupants thereof. Said right of ingress and egress and easement of enjoyment shall exist whether or not the Developer has conveyed title to the Common Area to the Association and shall be subject to the following provisions:

(a) The right of the Association to limit the number of guests of members, using facilities on the Common Areas, and to provide that all or certain portions of the Lots shall be for the exclusive use of the Unit Owners of certain of the Units located on the Lots; provided that such action shall appear to be reasonably necessary to protect the privacy of the Units Owners in the use and enjoyment of their Units, and that it shall not affect those easements provided by Article X.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided, however, should the property sought to be transferred be subject to the lien of any mortgage or deed of trust, no such transfer shall be made without first obtaining the written consent of the mortgagee or the beneficial owner of said deed of trust thereto. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast seventy-five percent (75%) of the votes of the Class A membership and seventy-five percent (75%) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days nor more than forty (40) days in advance; and unless (in the event the portion of the Common Area to be dedicated or transferred is, for any reason, immediately adjacent to and abutting upon the boundary lines of a Unit or contained within a Unit) the Unit Owners of such Unit have agreed to such transfer;

(f) The right of the individual Members to the exclusive use of parking spaces as provided in this Article;

(g) The right of the Developer and of the Association through its Board of Directors to create, grant and convey easements upon, across, over and upon the Common Areas to public utilities or public bodies or public governments for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, electric lines and a community master television antenna system or cable T. V. system;

(h) The right of the Association to publish rules and conditions to regulate and control the Members' use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his immediate family or his tenants, or contract purchasers, who reside on the property.

Section 3. Title to Common Areas. The title to the Common Areas, Common Units and Common Elements shall be vested in the Association, whether or not conveyed to the Association; provided, however, that the provisions of this Section 3 shall not

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be deemed to limit the rights of Owners of Lots, not previously subdivided into Units and Common Area to subsequently divide such Lots into Units and Common Area.

Section 4. Parking Rights. Ownership of each Unit shall entitle the Owner or Owners thereof to the exclusive use (to the complete exclusion of the Owners or occupants of other Units, or the guests or invitees thereof) of any parking spaces assigned to such Unit by the Association or the Developer or the Plat. The Association or the Developer (so long as Class B voting rights exist) may permanently assign vehicular parking spaces for each Unit. The Association shall have the right and the duty to establish rules and regulations concerning use of, and parking upon streets, roads and driveways not dedicated to the public, and to enforce same by fines or towing at the Owner's expense, or such other methods as it shall determine. Such right and duty shall include the promulgating of reasonable traffic regulations.

Section 5. Units. All of those portions of Units, on the exteriors of the buildings, including the exteriors of the exterior walls for the buildings located thereon, but not including any private patios, porches, private decks and gardens contained within Units, are hereby made subject to a perpetual easement in the Association, which shall be appurtenant to and run with the Common Areas, and shall constitute a part of the Common Elements. The terms of such easement shall be such that, although title to the land subjected thereto shall be held by the Unit Owner, such land shall, for all intents and purposes be Common Area. Notwithstanding the provisions of this Section the Unit Owner shall pay all taxes and assessments charged on or by reason of all or any part of his Unit, including the part subjected to this easement, and shall provide such maintenance or replacement therefor as is imposed upon him by this Declaration. Although areas of Units, contained within the boundary lines thereof, are, under this Section 5, to be treated as if Common Area or Common Elements, such areas shall be deemed to be "Limited Common Area" or "Limited Common Elements", in that all areas located within the boundary lines of Units within each Lot shall be reserved for the sole and exclusive use of the owners, occupants, guests and invitees of Unit Owners of Units located within the boundary lines of such Lot, to the complete exclusion of all other Units, located within other Lots, and the Unit Owners, guests, occupants and invitees thereof.

Section 6. Fire Lanes. The Association shall, with the advice and help of the Columbia, Missouri, Fire and Police Departments establish sufficient fire lanes to insure adequate access to all buildings and Units by fire, police and emergency vehicles, and shall, with the help of such departments, establish adequate rules and regulations for maintaining such fire lanes at all times. The Association may enforce such regulations by fines or other enforcement procedures.

Section 7. Acceptance of Common Areas. The Developer, so long as Class B voting rights exist, and the Association's Board of Directors thereafter, shall have the right to establish reasonable standards for the sodding, seeding, landscaping, grading and improvement of Common Areas and Units which Builders propose to convey to the Association or to have maintained by the Association, and same shall not be accepted by the Association for maintenance until such standards, or any reasonable requirements for such sodding, seeding, landscaping, grading and improvements have been satisfied. No Unit contained within a Lot shall be accepted for maintenance by the Association until the Common Area within such Lot has been accepted for maintenance. Units shall be subject to assessments, and Unit Owners shall be members of the Association (although they shall be without voting rights), even though the Common Area contained within the Lot occupied by such Units has not been accepted for maintenance.

Section 8. Irrigation. If any of the Common Areas within a Lot require irrigation, then the Association will irrigate said areas from the outside water taps of the individual Unit Owners owning Units within such Lot. Water for such irrigation for all Common Areas within a Lot shall be equally furnished by the Owners of all Units situated within the boundary lines of such Lot. Any of the above provisions of this Declaration to the contrary notwithstanding, the provisions of this Section 8 shall be in full force and effect.

Section 9. Exclusive Use. Notwithstanding anything to the contrary set forth in this Declaration, all portions of Units located within the boundary lines of a Lot, and not common to more than one Lot, shall be deemed to be "Limited Common Areas" or "Limited Common Elements" in that all such areas shall be reserved for the sole and exclusive use of the Owners of Units located within such Lot, the occupants of such Units, and the guests and invitees of such Units, to the complete exclusion

of all other Units and other Units and Unit Owners outside of the other intents and purposes. Notwithstanding anything to the contrary, all portions of each Unit which are not required to be located within other "Limited Common Elements" or "Limited Common Areas" shall be reserved for the exclusive use of owner within the Lot, to the Owners, guests, occupants and invitees thereof, to the contrary contained in this Declaration and parking areas within the boundary lines of such Units, for the sole and exclusive use of the Units served thereby, and the Unit Owners, guests, occupants and invitees thereof.

Section 10. Private Drives. Private drives (those located within Common Areas or Common Elements) shall be reserved for the exclusive use of the Unit Owner, and shall be reserved for the exclusive use of the Unit Owners, guests, occupants and invitees of such Unit, and the Unit Owners, guests, occupants and invitees thereof.

Section 11. Trespass. No person shall enter or trespass upon any "Limited Common Area" or "Limited Common Element" other than those to whom the same are reserved to the exclusive use of the owners and invitees of such applicable "Limited Common Area" or "Limited Common Element" other than those to whom the same shall be a trespass. The provisions of this Section 11 shall be in full force and effect, and they are hereby incorporated into any successor section of this Declaration. "Limited Common Elements" shall be reserved for the exclusive use of the owners and occupants of such "Limited Common Elements" to the first degree as provided by applicable ordinances, and by accepting a deed to such "Limited Common Elements" the owner agrees that any entry upon such "Limited Common Elements" for the exclusive use of the owner shall be a trespass. Further notwithstanding, the provisions of this Section 11, the provisions of this Declaration shall affect the easements

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of all other Units and Unit Owners, and the guests, occupants and invitees of such other Units and Unit Owners, even though, as hereinabove indicated, all portions of Units outside of the exterior walls of the buildings located thereon, shall for other intents and purposes be deemed to be "Common Areas" and "Common Elements". Notwithstanding anything to the contrary contained at any place in this Declaration, all portions of each Lot (other than drives, driveways, walkways and parking areas), which are not required to provide adequate means of access to or egress from Units located within other Lots within the Development, shall be deemed to be "Limited Common Elements" or "Limited Common Areas" and shall be reserved for the sole and exclusive use of owners, occupants, guests and invitees of those Units located within the Lot, to the complete and total exclusion of all other Units, and the Unit Owners, guests, occupants and invitees thereof. Notwithstanding anything to the contrary contained in any place in this Declaration, all drives, driveways, walkways and parking areas which serve only a limited number of Units (whether located within the boundary lines of one or more Lots), and which are not required for adequate means of access to, or egress from, or parking for other Units, shall be reserved for the sole and exclusive use of Owners, occupants, guests and invitees of those Units served thereby, to the complete and total exclusion of all other Units, and the Unit Owners, guests, occupants and invitees thereof.

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Section 10. Parking. In no event shall any Unit Owner, or the occupant of any Unit, or the guests, occupants or invitees of any Unit, park vehicles on any of the private drives (those servicing more than one Unit) making up a part of the Common Areas or Common Elements, other than within designated parking places, and, in no event, shall any vehicles be parked so as to block or obstruct any of such drives. Parking spaces designated by the Plat, or by the Association, or by the Developer, for the exclusive use of the Owners, occupants, guests or invitees of a particular Unit, shall be deemed to be Limited Common Elements or Limited Common Areas, and shall be reserved for the sole and exclusive use of the Owners, occupants, guests and invitees of such Unit, to the complete and total exclusion of all other Units and the Unit Owners, guests, occupants and invitees thereof.

Section 11. Trespass. Usage by, or entrance upon "Limited Common Elements" or "Limited Common Areas", by the owners, occupants, guests or invitees of Units, other than those to which the usage of such elements or areas are reserved, shall be wholly improper. The "Limited Common Elements" or "Limited Common Areas", shall be reserved to the exclusive use of the owners, or occupants of the applicable Units, and the guests or invitees of such owners or occupants, the same as though such "Limited Common Elements" or "Limited Common Areas" were owned, exclusively, by the owners of such applicable Units. Entry upon, or usage of such Limited Common Areas or Limited Common Elements by the owners, occupants, guests or invitees of Units, other than those to which the usage of such elements or areas are reserved, shall be a trespass. The owners and occupants of all Units within the Properties shall be, and they are hereby given notice (including that notice required by Section 7.795 of ARTICLE IV of the Revised Ordinances of the City of Columbia, Missouri, and any successor sections) that entry upon, or usage of any "Limited Common Areas" or "Limited Common Elements" designated for the exclusive use or enjoyment of the owners or occupants of other Units shall be a trespass, including a trespass in the first degree as provided by the applicable laws of the State of Missouri, and the applicable ordinances of the City of Columbia, Missouri. The owners of all Units, by accepting a deed for any Unit located within the Development or the Properties, agrees that any entry upon Limited Common Areas or Limited Common Elements designated for the exclusive use of other Units shall be unlawful, wrongful and improper, and that same shall be a trespass, and that he, she or they have received actual notice and actual communication against such trespass, including that actual notice or communication required by Section 7.795 of ARTICLE IV of the Revised Ordinances of the City of Columbia, Missouri, and any successor sections. Notwithstanding anything to the contrary hereinabove set forth in this Section 11, however, the Association shall have an easement, over, across and upon Limited Common Areas and Limited Common Elements for the purposes of performing the maintenance and repair duties and obligations of the Association, as imposed upon the Association by this Declaration. Further notwithstanding anything to the contrary hereinabove set forth in this Section 11, the provisions of this Section 11 shall not in any respects reduce nor affect the easements granted by ARTICLE X of this Declaration. The Association

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shall be authorized to promulgate such reasonable rules and regulations, as its Board of Directors, in its sole and absolute discretion, shall, from time to time deem necessary or appropriate for purposes of preventing or discouraging trespasses of the type hereinabove described in this Section 11. In addition to the remedies provided for by the above provisions of this Section 11, the Association shall have the right and the power to protect the rights of Unit Owners to the exclusive use of parking spaces designated for their exclusive use by the towing of vehicles improperly parked within parking spaces designated for the exclusive use of certain Units, at the expense of the Owners of such vehicle, or by such other methods as the Association shall determine appropriate.

Section 12. Diminishment of Easement. No easement granted by this Article XI, and none of the terms and conditions of this Article XI, shall be deemed to in any way affect, diminish or reduce the easements granted under Article X hereof, or any easement granted by the Plat or by any replat of any of the Lots located within the Parcel.

ARTICLE XII

USE RESTRICTIONS

The Units and the building and structures and living units located thereon and the Property shall be subject to the following provisions and restrictions:

Section 1. Single Family Residence. No Unit shall be used for any purpose other than as a residence site for a single family. For the purpose of this restriction upon use, a "family" shall be deemed to mean a group of one or more persons, each of whom is related to the other by blood, marriage or adoption, who are living together and maintaining a common household. The above provisions of this Section 1 to the contrary notwithstanding, two unmarried persons may occupy the premises of a Unit (and share the costs of same if they desire to do so) without securing permission of the Association's Board of Directors. More than two unmarried persons, or two unmarried individuals, who are not members of the same "family", as hereinabove defined, may occupy the premises of a Unit only with the written permission of the Board of Directors of the Association, obtained, in advance of such occupancy. The provisions of this Section 1, and all other provisions of this Declaration shall not be interpreted as placing any restrictions upon the leasing or renting of a Unit by the Owner thereof. Leasing or renting of Units is expressly permissible, and is contemplated; provided, however, that each Unit shall, in any event, be rented or leased solely for use as a single family residence in accordance with this Section 1.

Section 2. No Roomers or Boarders. In accordance with the frequent approach in zoning codes of protecting values in residence districts by prohibiting the use of single family residences for roomers and boarders, and in order to provide similar protection for the Owners of Units, it is hereby provided that no boarders or roomers shall be permitted in addition to the family occupying each such Unit. The provisions of Sections 1 and 2 of this ARTICLE XII shall not be deemed to place any restrictions upon the leasing or renting of a Unit by the Owner thereof. It is anticipated that many Units will be leased or rented. Leasing or renting is expressly permitted; provided, however, that a Unit shall be used solely for single family residence in accordance with the provisions of Sections 1 and 2 of this ARTICLE XII.

Section 3. Home Occupation. The restriction above to use any Unit as a single family residence shall not prohibit the conduct of a "home occupation" upon said Unit as defined herein. Home occupation means any occupation or profession carried on by members of the immediate "family" residing on the premises, in connection with which there is not used any sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a single family residence dwelling; in connection with which there is no commodity sold upon the premises, and no person is employed other than a member of the immediate family residing on the premises, and no mechanical or electrical equipment is used except such as is permissible for and is customarily found in purely domestic or household premises for the family residing therein; and in connection with which no noise (of any kind or nature whatsoever), and no disturbance (of any kind or nature whatsoever), and no odor or fumes or vapors or dust or air borne particles (of any kind or nature whatsoever) are generated; and in connection with which there are no persons employed other than members of the

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immediate family residing on the premises, and in connection with which no tools or equipment are used except such as are permissible for and are customarily found in purely domestic or household premises for the family residing therein; and in connection with which no traffic is generated, and in connection with which no items of goods, materials or equipment are stored in the premises. A professional person may use his residence for infrequent consultation, or emergency treatment or performance of occasional or emergency religious rites, but not for the general practice of his profession. Permitted home occupations shall not include barber shops, beauty shops, shoe or hat repair shops, tailoring shops or any type of pick up station or similar commercial activities but the recitation of these particular exclusions shall not be deemed to constitute authorization for the conducting of other businesses or enterprises which are precluded by the previous language of this paragraph or by other sections of the Declaration, Articles or Bylaws. Nothing herein shall be construed to permit home occupations not permitted by applicable zoning laws.

Section 4. Additional Structures. No additional and/or accessory structures, improvements of any kind or nature whatsoever, walls, fences or buildings of any nature whatsoever, or sheds, posts, poles, storage sheds, dog houses, storage boxes or similar items of any kind or nature whatsoever shall be erected upon any Lot or Unit, in addition to the basic building, patio, walk, deck, porch and any other improvements originally provided by the Developer, or any reasonably similar replacement thereof, without the approval of the Developer (so long as Class B voting rights exist), and without the approval of the Association or its Architectural Control Committee after Class B voting rights have ceased to exist.

Section 5. Parking. Except as may be otherwise provided by specific regulations of the Association, no parking spaces on the Properties shall be used for the parking of any trailer, truck, boat, camper, mobile home, motor home, or anything other than operative automobiles, in good repair, which are used with substantial regular frequency. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation and used or so constructed that it is or may be mounted on wheels or other similar transporting device and used as a conveyance on streets and highways. The word "truck" shall include and mean every type of motor vehicle other than automobiles and pick-up trucks used as passenger vehicles by persons occupying the Units. No covering or walling in or uncovered parking spaces provided by the Developer shall be permitted except as specifically approved by the Association or its Architectural Control Committee. Provided, however, that this Section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Properties, or additional Units thereon or of additional land to be annexed to the Properties. Notwithstanding anything to the contrary hereinabove set forth, the Association may, if the Association's Board of Directors elects to do so, place upon the Common Area appropriate parking for recreational vehicles, campers, boats, mobile homes and other recreational vehicles; provided, however, that same shall be so constructed and placed as to not in any respects interfere with the use or enjoyment of any of the Units, or with the appearance of the Units, and such parking shall be constructed in such a manner as to be harmonious with the surroundings.

Section 6. Nuisances. No illegal, noxious, noisy or offensive activities shall be carried on upon the Unit or upon the Common Areas nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Signs. No signs of any kind shall be displayed to the public view of the Properties except those:

- (a) On the Common Areas and approved in advance by the Directors;
- (b) Regarding and regulating the use of the Common Areas and approved in advance by the Directors;
- (c) Used by the Developer to advertise the Units for sale or to identify the financing and/or the construction agents during the construction and sales period;
- (d) One professional sign used to advertise a Unit for sale or rent; provided that same shall be no more than six (6) square feet in area, and no more than four (4) feet tall, and that same shall only state that the Unit is for sale together

with the name and

(e) Traffic regulations located

Nothing contained within the Property shall otherwise permit Missouri.

Section 8. Antennas shall be situated upon any lot long as Class B voting or after Class B voting Board of Directors air conditioning or which appear on the roof or window area the Developer in the Association.

Section 9. No of any kind shall except that up to kept in and upon the

(a) Such for any commercial

(b) Such orders or activities the Unit in which loose upon the exterior building located on allowed to run wire not thereby create occupants of other the pet is sufficient no pet shall, in

(c) If and residents there violations of these after three (3) consecutive from the Properties days to comply with

(d) The not residents or risks which result absolutely responsible for any and shall not constitute

(e) Non

Section 10. No materials being the must be placed on respective Unit and rodent proof, non- These cans or containers be placed in open hours in any week, storage of material shall be prohibited as patio and outdoor permitted, and that

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with the name and telephone number of the Unit Owner or his agent.

(e) Traffic signs or directional signs, or signs imposing traffic rules or regulations located on the Common Areas, and approved in advance by the Directors.

Nothing contained in this Section 7 shall, however, be construed to permit signs within the Properties or the Development, or within the boundary lines of the Units, not otherwise permitted by applicable sign ordinances of the City of Columbia, Missouri.

Section 8. Exterior Wiring, Antennas or Installations. No exterior wiring or antennas shall be permitted on the exterior portion of any building or improvement situated upon any Lot or Unit except as may be erected by the Developer (or for so long as Class B voting rights exist, shall be approved in advance by the Developer, or after Class B voting rights have ceased to exist, shall have been approved by the Board of Directors of the Association or its Architectural Control Committee). No air conditioning or other types of installation shall be installed or permitted which appear on the exterior of any building or which protrude through the walls, roof or window area of any building on any Lot or Unit except as may be installed by the Developer in the original construction, or as may subsequently be approved by the Association.

Section 9. Livestock, Poultry and Pets. No animals, livestock, poultry or pets of any kind shall be raised, bred or kept upon or in any portion of the Properties, except that up to two (2) dogs, cats and other household pets per household may be kept in and upon Units subject to the following provisions:

(a) Such pets may not be kept in or upon any Unit, temporarily or permanently, for any commercial purpose;

(b) Such pets shall not be allowed to disturb others by barking, noise, orders or activities, and shall not run loose on portions of the Properties other than the Unit in which kept, and shall not be either chained or housed, or allowed to run loose upon the exterior portion of any Unit, or upon the exterior portion of any building located on any Unit; provided, however, that such pets may be chained or allowed to run within any private patio or deck portion of a Unit if such pets do not thereby create a nuisance, or in any respects cause inconvenience to owners or occupants of other adjacent Units, and that the portion of the Unit so occupied by the pet is sufficiently fenced to enclose such pet; provided further, however, that no pet shall, in any event, be housed outside of the building located on a Unit;

(c) It is understood that the enjoyment of the Properties by all Owners and residents thereof, and the success of this Development, might be jeopardized by violation of these conditions; accordingly, the Directors may by majority vote and after three (3) complaints require that any certain pet(s) be removed permanently from the Properties and the Owner of the Unit shall have a period of thirty (30) days to comply with such decision of the Directors;

(d) The Owner of a Unit which has such pet(s) kept in or upon it - and not residents or the Owners of any other part of the Properties - shall bear all risks which result from the presence of pets. Accordingly, such Owner shall be absolutely responsible for adherence by the pets to these conditions and absolutely liable for any and all damage done by such pets, and due care or absence of negligence shall not constitute a defense.

(e) Dog houses and dog pens are expressly prohibited.

Section 10. Trash, Storage, Disposal. All trash, rubbish, garbage and other materials being thrown away or disposed of by Unit Owners or residents on the premises must be placed or contained in one or more trash cans or containers purchased by the respective Unit Owners or residents, which cans or containers shall be flytight, rodent proof, non-flammable, reasonably waterproof and which shall be covered. These cans or containers are to be stored in concealed locations on Units, and may be placed in open locations only for a period of not in excess of eight (8) continuous hours in any week, so as to facilitate collection. The outdoor placement of or storage of materials, equipment or other items on any outside portion of a Unit shall be prohibited, with the provision that the placement of such functional items as patio and outdoor living equipment upon private patios, porches or decks shall be permitted, and that the use of children's bicycles and play equipment and other

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Items approved by the Directors of the Association (but not the storage of same) in such a manner as not to unreasonably interfere with the enjoyment of the Units and Common Areas by other Owners and residents, shall be exempt from this provision. Because of the hazards of fire, storage of highly flammable or explosive matter is prohibited on any portion of the Properties. Provided, however, this section shall not apply so as to interfere with normal construction methods in the construction and development of any portion of the Properties. As indicated in ARTICLE IX of the Declaration trash and mixed refuse, in certain cases, must be placed by the Owners or occupants of Units on the curb lines of public streets, or within the dumpsters or other receptacles provided therefor, in a timely fashion, and in accordance with reasonable rules and regulations established by the Association's Board of Directors, so as to permit the removal thereof by the Mixed Refuse Service of the City of Columbia, Missouri. Should the Board of Directors of the Association require that such trash or mixed refuse be placed on a curb line of a public street, then same shall be so placed only in areas designated therefor by the Association, and shall be so placed on such curb line in mixed refuse bags provided by the City of Columbia, Missouri, or the equivalent thereof, or in other suitable containers. Trash or mixed refuse shall be placed only in areas, dumpsters or other receptacles provided therefor by the Association, pursuant to reasonable rules and regulations established by the Association. Any trash or mixed refuse placed, by authority of the Association, on the curb line of a public street shall be so placed, at the appropriate location, in time to permit the orderly pickup thereof on the day designated by the Mixed Refuse Service of the City of Columbia for mixed refuse pick-up. If a Unit Owner or occupant does not place trash or mixed refuse at the appropriate location in time to permit the orderly removal of same by the Mixed Refuse Service of the City of Columbia, Missouri, then such owner or occupant shall be required to remove same from the curb line and to make other arrangements for the orderly removal of same. No owner or occupant of any Unit shall permit trash or mixed refuse placed by him on the curb line of the public street to remain at such location after the mixed refuse trucks of the City of Columbia have made a pick-up at such location. All bags or containers used by Unit Owners for the placement of trash or mixed refuse on the curb line of the public street shall be such as will reasonably prevent the littering of the area, or the scattering of the trash or mixed refuse.

Section 11. Temporary Structures. No structure of a temporary character, shack, shed, tent, dog house, locker or other out building shall be used on any Lot or Unit on a temporary or permanent basis unless included in the plans and specifications of the building as constructed by the Developer or unless approved under the provisions of the Declaration relating to Architectural Control, or unless used by the Developer in normal construction methods. Provided, however, that this section shall not apply so as to interfere with normal construction methods in the construction and development of any part of the Properties.

Section 12. Open Fires. No open fires shall be permitted on the individual Unit premises, with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises.

Section 13. Interference with Maintenance. No Owner or resident of a Unit or any portion of the Property shall have, claim or exercise any right to maintain, alter the appearance of, or change or improve any areas or surfaces of the Properties or the color thereof (including the exterior surfaces of the exterior walls of Units).

Section 14. Garages. All garage doors shall be kept closed at all times other than when driving vehicles into or out of garages, or when placing other articles in or removing other articles from garages. No garages shall be used for storage of goods, merchandise, wares, tools, equipment, produce, products or other items of any kind or nature whatsoever used in connection with a business or commercial activity.

Section 15. Planting and Gardening Prohibited. Except in the individual patio areas, or private deck areas, or private porch areas, or other areas designated by the Developer (so long as Class B voting rights are in existence), or thereafter by the Association's Board of Directors, no planting or gardening shall be done, unless approved in advance by the Association's Board of Directors, and no fences, hedges or walls shall be erected or maintained upon any Unit except as are planted or installed in accordance with the initial construction of the improvements on any Unit, or as

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approved by the Association.

Section 16. Storage Tanks. No tank for the storage of fuel may be maintained on any Unit above the surface of the ground without the consent in writing of the Developer, so long as Class B voting rights exist, or without the consent, in writing, of the Association after Class B voting rights have ceased to exist.

Section 17. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Unit or Common Area hereby restricted; provided, however, that Unit Owners shall be permitted to perform ordinary periodic maintenance upon their motor vehicles within enclosed garages upon their respective Units.

Section 18. Awnings and Storm Doors Prohibited. No awnings or storm doors, not installed by the Developer, may be constructed or erected or any external changes made on or to any improvement in any building or improvement unless approved in writing by the Association.

Section 19. Two and Three Wheeled Recreation Vehicles. Motorcycles, mopeds, powered scooters, or powered tricycles, or motor bikes, may not be run within the Development, either on roads, or Common Areas or Common Elements; provided, however, that they may be used solely to go to and from the Unit Owner's Unit for purposes of going to and from work, or one's job, or to school. No such vehicles shall be used within the Development for purposes of recreation. All such vehicles must have a suitable muffler so as to provide for quiet operation. In the event of three (3) complaints, the Associations' Board of Directors may require that any such vehicle be removed from the Development.

Section 20. Enforcement. In addition to any rights and remedies provided to the Association or the Unit Owners by this Declaration or by law for the enforcement of the use restrictions established by this ARTICLE XII, and in addition to any other rights and remedies hereinabove provided for in this ARTICLE XII, the Board of Directors of the Association shall, in the event of a violation of any of the use restrictions hereinabove established by this ARTICLE XII, in its sole, absolute and unmitigated discretion, have the following additional rights, powers and authorities, to-wit:

(a) To deny to any Units or any Owners which are in violation of the use restrictions or which are being used in violation of such use restrictions, any maintenance or other services which the Association might otherwise be required to provide;

(b) To impose upon the Unit (and the Owners thereof), being used in violation of any of the use restrictions, a special assessment (by way of a fine), in such amount as the Association's Board of Directors, in its sole, absolute and unmitigated discretion shall deem appropriate, not to exceed One Hundred Dollars (\$100.00) per month during the continuance of the violation. Such fine shall constitute a special Unit assessment upon the Unit (and the Owners thereof) subjected to the assessment. Such special Unit assessment shall be payable to the Association, upon demand, and shall be added to (and become a part of), the other assessments to which the Unit (and the Owners thereof) is subject, and shall be enforceable in the same manner as is provided for the enforcement of other assessments under ARTICLE VI of this Declaration;

(c) To deny to the applicable Unit, and the Owners, occupants, guests and invitees thereof, access to the Unit, and to any parking spaces designated for the exclusive use of the Unit, until the breach of the use restrictions has been remedied.

With the exception of those situations involving a legitimate emergency, posing a danger to the safety of the properties or any portion thereof, or any of the residents thereof, or any guests or invitees therein, the Association's Board of Directors shall not, in the event of a violation or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII, seek to utilize any of those powers specifically conferred upon it, or those remedies conferred upon it by subsections (a) through (c) of this Section 20, without first giving written notice of intention to do so to the Owners or occupants (in the event the occupants are different than the Owners) of the applicable Unit. Such written notice shall specify the violation or apparent violation of the use restrictions hereinabove set forth in this Article

XII, and shall not Board of Directors conferred upon it give such Owners occupants may app such meeting such permitted to prese of or apparent vio ARTICLE XII as sh apparent violation taken under oath, Parties (including an attorney repres expenses incurred the party utiliz apply, but the Bo would appear to be to the issue as to hereinabove set fo presentation of e Unit, and all othe or statements to presentation of th adjourn, and shall, or apparent violat imposed, or the or remedy the viol regard, shall be voting. Presence for all purposes by the Board, the of its decision, a violation of the further state the the other remedies the breach or viol five (5) days, t remedy or elimin is not remedied Directors, commenc shall be in full t written notice fro decision) shall be with the said sixt than the Unit Own do so, shall notit hearing before the Board's decision a

The Developer for a on behalf of itself a deed therefor, w conveyance, is deen and to the rights, Board of Directors or damages from, or Directors, or the Association, which Directors of the re Section 20. In ad from any Court any temporary injunction of any kind or nat post an injunction kind or nature wha Owner, and by the its successors in

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XII, and shall notify the said Owners or occupants of the intention of the Association's Board of Directors to resort to one or more of the powers, authorities and remedies conferred upon it by such subsections (a) through (c). Such notice shall further give such Owners or occupants notice of the time and place at which such Owners or occupants may appear before a meeting of the Association's Board of Directors. At such meeting such Owners or occupants, and any other interested persons, shall be permitted to present such evidence and/or arguments, both for and against the violation of or apparent violation of the use restrictions hereinabove set forth in this ARTICLE XII as shall appear to be reasonably relevant to the issue as to whether the apparent violation exists or has occurred. Evidence presented to the Board may be taken under oath, or not under oath, as the Board, in its discretion, sees fit. Parties (including the Owners) appearing before the Board, shall be entitled to have an attorney represent them, should they desire to do so; provided that all costs and expenses incurred in connection with such attorney's representation shall be paid by the party utilizing the attorney's services. Formal rules of evidence shall not apply, but the Board shall utilize its best efforts to hear only such evidence, as would appear to be reasonably competent, and as would appear to be reasonably relevant to the issue as to whether the violation or apparent violation of the use restrictions hereinabove set forth has occurred, or is occurring. At the conclusion of the presentation of evidence to the Board, the Owners or occupants of the applicable Unit, and all other interested parties shall be permitted to present such arguments or statements to the Board as they shall deem proper and appropriate. Following the presentation of the evidence, and such statements or arguments, the Board shall adjourn, and shall, in closed session, make a determination as to whether the violation or apparent violation exists, or has occurred, and shall determine the fines to be imposed, or the other remedies to be utilized by the Board in attempting to terminate or remedy the violation or apparent violation. All decisions of the Board, in this regard, shall be by majority vote of those members of the board who are present and voting. Presence of a majority of the Board of Directors shall constitute a quorum for all purposes under this Section 20. As soon as practicable following the decision by the Board, the Board shall notify the Owners or occupants of the applicable Unit of its decision, in writing and (in the event, the decision is that the breach or violation of the use restrictions has occurred, or is occurring), such writing shall further state the sum of the fine or fines to be imposed, and/or a description of the other remedies or powers to be exercised by the Board in an attempt to eliminate the breach or violation. The occupants or owners of the applicable Unit shall have five (5) days, from the date of delivery of such written notice to the Unit, to remedy or eliminate the breach or violation. In the event the breach or violation is not remedied during such five (5) day period, then the action of the Board of Directors, commencing on the sixth (6th) day following the delivery of such notice, shall be in full force and effect, and the fines or other remedies described in the written notice from the Board of its decision (or other remedies described in such decision) shall be in full force and effect, and shall be applied or imposed, beginning with the said sixth (6th) day. Where a Unit is occupied by a person or persons other than the Unit Owners, the Board of Directors, where it is reasonably practicable to do so, shall notify both the occupants of the Unit and the Owners thereof a hearing before the Board of Directors, of the type hereinabove described, and of the Board's decision and intentions, as hereinabove described.

The Developer for each Lot and Unit located within the property, hereby covenants, on behalf of itself and its successors, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to the provisions of this Section 20, and to the rights, powers, remedies and authorities imposed within the Association's Board of Directors by this Section 20, and to waive any right to recourse against, or damages from, or claims or complaints against, the Association's Board of Directors, or the Association, or any members of such Board of Directors or such Association, which may arise out of any exercise by the Association or its Board of Directors of the rights, remedies, powers and authorities provided for by this Section 20. In addition, should the Association, or its Board of Directors, seek from any Court any temporary restraining order, restraining order, injunction, temporary injunction, preliminary injunction or similar relief, all requirements, of any kind or nature whatsoever, that the Association, or its Board of Directors post an injunction bond, or a bond, or a surety bond, or any type of bond of any kind or nature whatsoever, shall be and the same are hereby waived by each Unit Owner, and by the Developer (on behalf of itself and on behalf of each and all of its successors in ownership to any Unit or any Lot). The Developer for each Lot

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and Unit located within the property hereby covenants, on behalf of itself and its successors, and each Owner of any Unit by acceptance of a Deed therefor shall be deemed to covenant and agree, that the Association shall, upon presentation to a Court having appropriate jurisdiction of a petition seeking a temporary restraining order against a violation or threatened violation of the use restrictions hereinabove set forth, be fully entitled to receive such temporary restraining order, *ex parte*, without the necessity for the posting of any bond, injunction bond, surety bond or other type of bond of any kind or nature whatsoever. The Developer on behalf of itself and its successors in ownership of any portion of the properties, and each Owner of any Unit by acceptance of a Deed therefor, recognize that strict compliance with the use restrictions hereinabove set forth in this ARTICLE XIII is of the utmost importance to the protection of the properties, and the value thereof, and that a breach or threatened breach of said use restrictions would cause substantial damage to the properties, and the Unit Owners, and the occupants of the properties, and would constitute a substantial threat to proper enjoyment of the Units by the Owners and/or occupants thereof. Strict performance of, and observation of, and compliance with, the use restrictions hereinabove set forth in this ARTICLE XII is, therefore, of the essence.

ARTICLE XIII

INSURANCE

Section 1. Insurance to be Acquired and Maintained by Association. The Unit Owners and the Association, by and through its Board of Directors, shall obtain and maintain insurance on all buildings, Units and the improvements located thereon, and on the Common Areas and all facilities located thereon against loss or damage by fire, lightning, wind storm, hail, explosion, vandalism and malicious mischief, and all other hazards as are generally carried in the area under standard extended coverage provisions for at least the full insurable replacement cost of the improvement insured. The said replacement cost shall be determined by the Association's Board of Directors, and may be increased or decreased from time to time as such Board shall, in its sole and absolute discretion elect. Such insurance shall be placed with companies approved by the Association's Board of Directors and authorized to do business in the State of Missouri. Such insurance shall provide for protection for each Unit and the buildings located thereon, and the attached, built-in or installed fixtures and equipment contained in such building. The insurance coverage applicable to each Unit as provided for herein, shall be issued in the name of the Unit Owner and the Association (or the Association shall be included as a Loss Payee), and the proceeds thereof shall be payable to the Unit Owner and the Association to be used under the following terms and provisions of the Declaration dealing with insurance proceeds. Upon demand, the Association shall furnish the Owner with a Certificate of Insurance covering the Owner's Unit and improvements. Insurance on all Units contained within a single building or structure shall, if required by the company insuring the first Unit contained within such building or structure, be with the same company, but different companies may insure with respect to Units contained within other buildings or structures.

Section 2. Insurance Premiums. In addition to the annual assessment provided for above each Owner of each Unit covenants to pay to the Association, as determined by the Association, or its Board of Directors, or the insurance carrier for that insurance described in Section 1 of this Article, at such times and in such installments as shall be determined by the Association's Board of Directors or such company, commencing on the day an Owner takes title to a Unit, his prorated share of the total insurance premium charged by the insurance carrier for that insurance to be obtained and maintained under Section 1 of this Article. The Association, or its Board of Directors, or the insurance carrier for that insurance described in Section 1 of this Article shall apportion the total premium for all such insurance among the various Units based upon the cost of replacement and risks involved with respect to the improvements located upon each Unit.

In the event an Owner fails or refuses to pay the aforesaid prorated portion of the premium for that insurance described by Section 1 of this Article, then such prorated amount of such premium shall be added to and become a part of the Annual Maintenance Assessment or charge to which such Unit is subject under this Article, and as a part of such Annual Assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable, and be collectable, in all respects as provided for the Annual Assessment by the Declaration.

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Section 3. Repair and Restoration of Improvements. In the event of damage to or destruction of a building or of an improvement on a Unit due to fire or other disaster or cause, the Owner shall repair, rebuild and restore said improvement to a condition substantially as good as prior to the damage or destruction within a reasonable time from the date that the damage or destruction occurs. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner of any building or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed of conveyance, hereby irrevocably constitutes and appoints the Association his true lawful attorney in fact, in his name, place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in the above provisions of the Declaration, in its sole name and to cause the repair, reconstruction and restoration of such improvements and to pay for same with said insurance proceeds. An Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore and reconstruct such improvement. If the Owner does make the repairs, rebuilding or restoration, then the Owner shall be entitled to the proceeds of the insurance.

It is expressly acknowledged and agreed by each Owner of any Unit that this Article is for the mutual benefit of all the Owners of the Units and is necessary for the protection of all said Owners.

Section 4. Other Insurance. Nothing herein shall preclude a Unit Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide tenant's theft, liability and other insurance covering personal property, damage or loss.

Section 5. Waiver of Subrogation. To the extent permitted by law, a Unit Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties, if such damage or destruction results from one or more of the perils covered by fire and extended coverage insurance. This release or waiver shall not apply as between Owners of individual Units.

Section 6. Subordination of Rights. The provisions of ARTICLE XIII shall be subject and subordinate to the rights of any mortgagee or beneficial owner of a deed of trust in and to any insurance proceeds payable by reason of any loss covered by such insurance concerning any building or an improvement situated on any Unit in which said mortgagee or beneficial owner of a deed of trust may hold a security interest. The proceeds of such insurance payable to said mortgagee or beneficial owner of a deed of trust shall be applied by said mortgagee or beneficial owner toward the payment of those costs of restoration or repair of the damaged improvements actually incurred. Any excess proceeds received, or if for any reason such restoration or repair does not take place then the entire proceeds, shall be applied in reduction of the mortgage or deed of trust indebtedness.

ARTICLE XIV

SALE OF COMMON AREA

A sale, mortgaging or other disposition of all or any part of the Common Area shall not be valid unless given prior approval by a three-fourths (3/4) majority vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting, and unless given prior approval by mortgagees of seventy-five percent (75%) of all Units subject to mortgages or deeds of trust and unless approved by Owners of all adjacent Units and all Owners of Units containing any such Common Area. A disposition, so approved, shall be binding upon all Unit Owners.

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything to the contrary hereinabove set forth in this Declaration,

the following mortgages or first

Section 1. deed of trust or deed of any Unit upon mortgage deed or duties owed to be remedied with notice, the first must have filed notified.

Section 2. deed of trust, records of the notice to the exercise its shall be made

Section 3. or first mortgage other charges with Elements or Common Elements first mortgage reimbursement and

Section 4. paid to the Association reconstruct the by the Association any of the building may appear.

Section 5. hypothecate, please Elements to lie approval of sever trust or first

Section 6. shall make any control provision without the prior the first mortgage.

Section 7. trust, or first remedies provided lieu of foreclosure

Section 8. first mortgage deed pursuant to the of such mortgage property free of or Unit which acc into possession

Section 9. seventy-five percent

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the following terms and conditions shall prevail when the rights of holders of first mortgages or first mortgage deeds of trust are considered or involved, to-wit:

Section 1. Notice. The beneficial holder of a first mortgage or first mortgage deed of trust shall, if it files a written request with the Association's Board of Directors to such effect, be given written notice by the Association when the Owner of any Unit upon which such first mortgage holder or the holder of such first mortgage deed of trust holds a mortgage or deed of trust is in default upon any duties owed to the Association under this Declaration and when the default has not been remedied within sixty (60) days. As indicated, before being entitled to such notice, the first mortgage holder or the holder of such first mortgage deed of trust must have filed with the Association's Board of Directors a written request to be so notified.

Section 2. Examination of Books and Records. The holder of a first mortgage deed of trust, or a first mortgage, shall be entitled to examine the books and records of the manager and Board of Directors of the Association upon reasonable notice to the manager and Board of Directors of the Association of its intent to exercise its right under this Section 2; provided, however, that such examination shall be made only at reasonable times and at reasonable intervals.

Section 3. Taxes in Default. The holder of any first mortgage deed of trust, or first mortgage, upon any building or Unit shall have the right to pay taxes or other charges which are in default and which may become a lien against the Common Elements or Common Area, and may pay overdue premiums on hazard insurance for the Common Elements or Common Area, and any Unit upon which such first mortgage holder or first mortgage deed of trust holder holds a first mortgage, and any mortgagee or first mortgage deed of trust holder making such payment shall be owed immediate reimbursement and restitution for the sum of such premiums or taxes from the Association.

Section 4. Insurance Proceeds. Any insurance proceeds or condemnation awards paid to the Association, over and above the amount necessary to replace, repair or reconstruct the damaged building or Unit or damaged Common Area shall be paid over by the Association to the holders of mortgages or deeds of trust of record covering any of the building, Units or Property, if any, solely as their respective interests may appear.

Section 5. Transfer of Common Area. The Association shall not encumber, hypothecate, pledge, transfer, sell or otherwise subject the Common Area or Common Elements to liens or charges or transfer or disposition without the prior written approval of seventy-five percent (75%) of the holders of first mortgage deeds of trust or first mortgages upon the Units.

Section 6. Other Changes. Neither the Association nor the Board of Directors shall make any change in the method of determining assessments, the architectural control provision, or the insurance requirements set forth in this Declaration without the prior written approval of the holders of seventy-five percent (75%) of the first mortgages or first mortgage deeds of trust upon the Units.

Section 7. Right of First Refusal. Any holder of a first mortgage deed of trust, or first mortgagee, which comes into possession of a Unit pursuant to the remedies provided in the mortgage or deed of trust, by foreclosure, or by deed in lieu of foreclosure, shall be exempt from any "right of first refusal."

Section 8. Claims for Unpaid Assessments. Any first mortgagee or holder of a first mortgage deed of trust, which comes into possession of a building or Unit pursuant to the remedies provided in the mortgage or deed of trust, or by foreclosure of such mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the building or Unit which accrued prior to the time such mortgagee or deed of trust holder came into possession of such building or Unit.

Section 9. Approval of First Mortgagees. Without the written approval of seventy-five percent (75%) of the first mortgagees, or holders of first mortgage

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(Units of record upon the buildings and units) based upon one vote for each such mortgage or deed of trust upon each Unit), the Association shall not be entitled to:

- (a) By act or omissions seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against each Unit and the owners thereof;
- (c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the improvements located upon the Units, the exterior maintenance of the Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the property;
- (d) Fail to maintain fire and extended coverage insurance on any insurable permanent structures or improvements erected on the common area in an amount not less than one hundred percent (100%) of the current replacement costs;
- (e) Apply the proceeds from such fire and hazard insurance for other than repair, replacement or reconstruction of improvements and structures.

Section 10. Adequate Reserve. The Association shall establish an adequate reserve funded by regular monthly assessments, rather than by special assessments or charges, for the replacement of any permanent improvement or structure which the Association is required to replace under the terms of this Declaration. The amount of the contributions to the reserve fund shall be determined by the Board of Directors of the Association, based upon the projected useful life of such improvements requiring replacement, and the estimated replacement costs. However, the Association shall be required to establish such reserve only to fund the replacement of items which the Association is required to replace by the terms and conditions of this Declaration.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any covenants, restrictions or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, restrictions, easements, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Units subject to this Declaration, or the Developer, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75%) of the Class A Members has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. During the first twenty (20) year period of this Declaration, it may be amended in whole or in part only by an instrument signed by not less than eighty percent (80%) of the Class A members and one hundred percent (100%) of the Class B membership, if any, and thereafter it may be amended in whole or in part only by an instrument signed by not less than seventy-five percent (75%) of the Members of the Association. All amendments to this Declaration shall be recorded in Boone County, Missouri.

Section 4. Notices. Any notice required to be sent to any Member or Owner

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under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts. The Developer is sometimes referred to herein by the neuter pronoun "it". It is understood that the Developer is WILLIAM M. BEASLEY and EDNA M. BEASLEY, husband and wife, jointly and severally. The word "Developer" shall be deemed to refer to said individuals, jointly and severally, and it is understood that said individuals sometimes do business as BEASELY BUILDERS. It is further understood that where the Developer is so referred to in the neuter gender, the said neuter pronoun shall be deemed to refer to the Developer, as hereinabove identified.

Section 6. Titles and Captions. The titles or captions of the various provisions of this Declaration are not part of the covenants hereof, but are merely labels to assist in locating paragraphs and provisions herein.

Section 7. Approval of Plats. All plats of Lots which divide same into Units and Common Area must, prior to recording, be approved by the Developer so long as Class B voting rights exist, and thereafter by the Association.

ARTICLE XVII

ANNEXATION OF ADDITIONAL PARCELS

The Developer may bring additional Parcels of real estate under the jurisdiction of the Association and may make same a part of the Development, without the consent of any Unit Owner, or the Association, or any Unit Owners, provided, however, that the following terms and conditions are satisfied:

(a) Any such additional Parcel made subject to the jurisdiction of the Association must be contained within KEENE ESTATES PLAT 10 as shown by Plat recorded in Plat Book 12 at Page 57 of the Records of Boone County, Missouri, or Lots 1, 2 and 3 of PEARMAN SUBDIVISION as shown by Plat recorded in Plat Book 11 at Page 213 of the Records of Boone County, Missouri (which is included within KEENE ESTATES PLAT 3 as shown by Plat recorded in Plat Book 10 at Page 58 of the Records of Boone County, Missouri); and

(b) The entire Development, when completed, cannot contain more than one hundred fifty (150) Units (such number of one hundred fifty (150) being a maximum number, as opposed to a minimum number, it being understood that the Development may contain anywhere between twelve (12) and one hundred fifty (150) Units), and it being understood and agreed that the Developer shall have the discretion as to the total number of Units to be contained within the completed Development; provided that the completed Development shall not contain more than one hundred fifty (150) Units;

(c) Any additional Parcel brought under the jurisdiction of the Association shall be so brought under the jurisdiction of the Association either by recorded Supplementary Declaration, or by a recital on the Plat of the Parcel, which shall provide that the Parcel is made subject to the Declaration. The Parcel shall, by such Supplementary Declaration, or by such a recital on the Plat, be deemed to have been made subject to the assessments by the Association, and to this Declaration and to all covenants, conditions, restrictions, liens, charges and assessments provided by the Declaration and all terms, provisions and conditions contained in the Declaration, including any future modifications thereof. The Owners of all Units contained within such additional Parcels shall be Unit Owners, and Class A members of the Association, if they meet the terms and conditions hereinabove set forth for such Class A membership, and shall be entitled to those rights and privileges in the Common Areas and Common Elements provided for by this Declaration. Such additional Parcels shall be deemed to be a part of the Development, and of ST. CHARLES VILLAGE. All such Unit Owners shall automatically be members of the Association, and shall be subject to assessment of the Association. All portions of any parcels annexed to the Development shall be subject to all terms, covenants, conditions, reservations, assessments, restrictions, assessments, liens and charges established by

this Declaration.

(d) Unit (including ownership) shall Development by estate herein shall, in its to cause any of all Unit Owners. If additional acquiring owner become Class A and subject to Units contained subject to the charges provide

(e) reasonably sim or in a reason

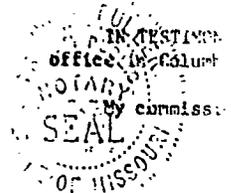
(f) standing, there annex additional to annexation or ever upon any VILLAGE PLAT NO. first described

IN WITNESS their hands, and written.

THIS CONTR BY THE PARTIES.

STATE OF MISSOURI COUNTY OF BOONE

On this Notary Public in M. BEASLEY, to he had executed and deed.



STATE OF MISSOURI COUNTY OF BOONE

On this Notary Public in

Boone County, Missouri

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this Declaration, and to all duties established by this Declaration.

(d) Unit Owners obtaining or now owning any ownership interest in any Unit (including, but not limited to, the undersigned Owners and their successors in ownership) shall be deemed to have automatically consented to the annexation to the Development by the Developer of any additional real estate located within the real estate hereinabove described in subpart (a) of this ARTICLE XVII. The Developer shall, in its sole and absolute discretion, have the right, but not the obligation, to cause any of such additional real estate to be annexed to the Development, and all Unit Owners shall be deemed to have automatically consented to such annexation. If additional real estate is annexed to the Development, then all Unit Owners acquiring ownership of Units located in such additional real estate shall automatically become Class A Members of the Association, and subject to assessment by the Association, and subject to all other terms, conditions and provisions of this Declaration. All Units contained within real estate annexed to the Development shall automatically be subject to the rights, easements, restrictions, reservations, covenants, liens and charges provided for by this Declaration.

(e) Any areas annexed to the Development, must be developed in a fashion reasonably similar to, or consistent with the Development of ST. CHARLES VILLAGE, or in a reasonably consistent or similar fashion.

(f) The above provisions of this Article XVII to the contrary notwithstanding, there shall be no requirement whatsoever that the Developer or anyone else annex additional Parcels to the Development, and this Declaration shall not (prior to annexation of any areas to the Development), be deemed to have any effect whatsoever upon any real estate not now contained within the boundary lines of ST. CHARLES VILLAGE PLAT NO. 1, as shown by that Plat of ST. CHARLES VILLAGE PLAT NO. 1 hereinabove first described in this Declaration.

IN WITNESS WHEREOF, WILLIAM M. BEASLEY and EDNA M. BEASLEY, have hereunto affixed their hands, and executed this instrument, all done on the day and year first above written.

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

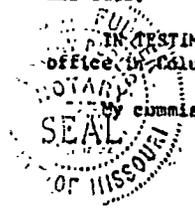
William M. Beasley Jr.
WILLIAM M. BEASLEY

Edna M. Beasley
EDNA M. BEASLEY

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

On this 28th day of January, 1982, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM M. BEASLEY, to me personally known, who being by me first duly sworn, did state that he had executed the foregoing instrument, and that he has done so as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri, on the day and year hereinabove first written.



My commission expires: 8-16-85

Susan M. Fuller
NOTARY PUBLIC
Susan M. Fuller

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

On this 28th day of January, 1982, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared EDNA M.

Boone County, Missouri

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BEASLEY, to me personally known, who being by me first duly sworn, did state that she had executed the foregoing instrument, and that she has done so as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri, on the day and year hereinabove first written.

My commission expires: 8-16-85.



Susan M Fuller
NOTARY PUBLIC
Susan M. Fuller

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ARTICLES OF INCORPORATION

OF

ST. CHARLES VILLAGE HOMES ASSOCIATION

A GENERAL NOT-FOR-PROFIT CORPORATION

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65101

We, the undersigned,

<u>Name</u>	<u>Number</u>	and	<u>Street</u>	<u>City</u>	<u>State</u>
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being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not-For-Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is: ST. CHARLES VILLAGE HOMES ASSOCIATION.
2. The period of duration of the corporation is: perpetual.
3. The address of its initial Registered Office in the State of Missouri is: 2208-D Bushnell Drive, Columbia, Missouri 65201, and the name of its initial Registered Agent at said address is: WILLIAM M. BEASLEY.
4. The first Board of Directors shall be three (3) in number, their names and addresses being as follows:

<u>Name</u>	<u>Number</u>	and	<u>Street</u>	<u>City</u>	<u>State</u>
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5. The purpose or purposes for which the Corporation is organized are:

A. To act as a Homeowners Association for Unit Owners and Homeowners in that Development known as ST. CHARLES VILLAGE, which Development is located within the Plat of ST. CHARLES VILLAGE as shown by that Plat recorded in Plat Book 15 at Page 101 of the Records of Boone County, Missouri, together with any additional real estate hereafter annexed to such Development in accordance with the Declaration hereinafter described.

B. To construct, operate, maintain, repair, improve, and operate the same, and to assess, provide, and collect the same, and to enforce the same, and to enforce the Association's membership.

C. To and to assess, provide, and collect the same, and to enforce the same, and to enforce the Association's membership.

D. To provide other services in accordance with the Conditions, Reservations, and Inabove described.

E. To provide other services in accordance with the Conditions, Reservations, and Inabove described.

F. To provide other services in accordance with the Conditions, Reservations, and Inabove described.

G. To provide other services in accordance with the Conditions, Reservations, and Inabove described.

H. To provide other services in accordance with the Conditions, Reservations, and Inabove described.

I. To provide other services in accordance with the Conditions, Reservations, and Inabove described.

J. In accordance with the Conditions, Reservations, and Inabove described.

Exhibit 1

Boone County, Missouri

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B. To purchase, lease, rent or otherwise acquire, real estate and to construct, operate and maintain all types of recreational facilities deemed appropriate by the Corporation's Board of Directors, all of which facilities shall not be used for profit, but shall be made available for the recreational pursuits of the Association's members;

C. To enforce those covenants and restrictions as to use and occupancy, and to assess, provide for and collect those assessments, and to discharge those duties, functions, services and responsibilities, all as provided for by the Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of ST. CHARLES VILLAGE recorded in Book _____ at Page _____ of the Records of Boone County, Missouri, which Declaration is incorporated herein by reference the same as though fully set forth herein.

D. To provide for all of the maintenance services, repair services, and other services imposed upon the corporation by that Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of ST. CHARLES VILLAGE hereinabove described, which Declaration is hereinafter referred to as "The Declaration".

E. To establish rules and regulations for the government and administration of ST. CHARLES VILLAGE and ST. CHARLES VILLAGE HOMES ASSOCIATION, the corporation established hereby.

F. To levy, assess, collect, use and administer assessments against its members for use by the Corporation in discharging its duties as described in the Declaration referred to herein.

G. To provide such facilities for the social and cultural pursuits of the residents of ST. CHARLES VILLAGE as the Board of Directors of the Corporation shall deem to be right and proper.

H. To provide such facilities for the athletic, recreational, social and cultural pursuits of residents of ST. CHARLES VILLAGE as the Board of Directors shall determine to be right and proper.

I. To borrow money for the purpose of carrying out the purposes of the Corporation, and when necessary for borrowing such money, to furnish in connection with such borrowing, mortgages, liens and security interests upon and in the Corporation's assets.

J. In no case to conduct or carry on an active business for profit.

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K. In no case to engage in lobbying or political activities of any kind or nature whatsoever or to support political activities of any kind or nature whatsoever.

L. To carry on any and all pursuits and activities consistent with the purposes of the Corporation as hereinabove described.

M. To own, manage, operate and maintain the Common Elements, Common Areas and Common Units of ST. CHARLES VILLAGE.

N. To act as the "Association" described in the Declaration, and to perform all duties and responsibilities of such Association, and to have all right, power, authority, duties and obligations of the Association under the Declaration, as set forth in the Declaration, which Declaration is incorporated herein by reference the same as though fully set forth herein.

6. This Corporation shall not be used for either business or political purposes, or for pecuniary gain or profit of any of its members, or to finance the political purposes or business activities of any of its members,

7. The Board of Directors of the Corporation shall adopt By-Laws, rules and regulations for the government of the Corporation, which may be changed from time to time. The power to make, alter, amend or repeal the By-Laws for the regulation and management of the affairs of the Corporation shall be vested in the Board of Directors and members of the Corporation as set forth in the By-Laws of the Corporation.

8. The membership of the Corporation, shall be composed of two (2) classes of members, Class A and Class B. Class B memberships and Class B voting rights shall terminate at the time, and upon the occasions, provided for by the Declaration. The voting rights of a member of the Corporation shall be limited or denied depending on the category of membership held by said member. Voting rights of the membership on each matter submitted to a vote of the members shall be as provided for by the Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of ST. CHARLES VILLAGE dated the _____ day of _____, 198____, which appears in Book _____ at Page _____ of the Records of Boone County, Missouri. Such Declaration is incorporated herein by reference the same as though fully set forth herein.

9. The Corporation's Board of Directors shall consist of three (3) persons. The qualifications for membership on the Board of Directors are set forth in the Declaration, hereinabove described, which is incorporated herein by reference the

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same as though fully set forth herein.

10. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

11. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation not affecting ST. CHARLES VILLAGE, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

12. If the Corporation shall be voluntarily or involuntarily dissolved pursuant to the laws of the State of Missouri, the assets of the Corporation in the process of dissolution shall be applied and distributed as follows:

A. All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequate provisions shall be made therefor;

B. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

C. Assets held with a charitable, religious, eleemosynary, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, trusts, societies or other organizations engaged in charitable, religious, eleemosynary, benevolent, educational or similar activities pursuant to a plan of distribution adopted as provided by the laws of the State of Missouri dealing with not-for-profit corporations;

D. The remaining assets shall be divided into equal shares, there being one such share automatically attached to and appurtenant to each Unit located within the Development.

13. As hereinabove indicated, the Declaration hereinabove identified is incorporated herein by reference the same as though fully set out herein. Unless it is plainly evidenced from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration. The word "Declaration", as used herein, or in the Bylaws of the Corporation, shall be deemed to mean the Declaration of Covenants, Conditions, Reservations,

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STATE OF MISSOURI)
COUNTY OF BOONE)

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before me _____
and _____
duly sworn by me severally
the foregoing documents
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IN WITNESS WHEREOF
the day and year first

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Boone County, Missouri

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BY-LAWS

OF

ST. CHARLES VILLAGE HOMES ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is ST. CHARLES VILLAGE HOMES ASSOCIATION, hereinafter referred to as "the Association". The principal office of the corporation shall be located Columbia, Boone County, Missouri, or at such other place as the Association's Board of Directors shall from time to time designate.

ARTICLE II

Definitions

The following terms shall have the following meanings when used in these By-Laws:

Section 1. General Definitions. "Declaration" means the Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of ST. CHARLES VILLAGE made on the ___ day of _____, 198___, by WILLIAM M. BEASLEY and EDNA M. BEASLEY, who sometimes do business as BEASLEY BUILDERS, therein referred to, jointly and severally, as "the Developer", by which certain properties (including land) were submitted to various easements, covenants, reservations, liens and charges. Such Declaration is recorded at the Office of the Recorder of Deeds of Boone County, Missouri, in Book ___ at Page _____.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership in the Association

There shall be two (2) classes of membership in the Association, Class A and B. The qualifications for membership, and the requirements of membership, and the identities of the Class A members and Class B members shall be as specified in ARTICLE II of the Declaration. Class B memberships shall exist for the period of time specified in ARTICLE III of the Declaration. Upon the termination of Class B voting rights, Class B members shall become Class A members as to each Unit in which they hold an interest required for Class A membership under the terms of ARTICLE II of the Declaration.

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ARTICLE IV

Voting Rights

The Association shall have two (2) classes of voting membership, Class A and Class B. The qualifications for Class A Membership and Class B membership, and the identities of the Class A and Class B members, and the nature and extent of the voting rights of Class A and Class B members shall be as specified in ARTICLES II and III of the Declaration.

ARTICLE V

Membership Meetings

- Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the corporation, or at such other suitable place convenient to the membership as may be designated by the Board of Directors, from time to time.
- Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at that place of business of the corporation, or at such other suitable place convenient to the membership as may be designated by the Board of Directors, within 180 days following the close of that year within which the first Unit within the Development is first sold, rented, leased or occupied as a residence. Thereafter, the annual meetings of the members of the Association shall be held within one hundred eighty (180) days following the close of each fiscal year of the Association, at such time and place as the Board of Directors shall determine.
- Section 3. Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these By-Laws, require the approval of some or all of the members, or for any other reasonable purpose. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of the Class A or all of the Class B Members (if there are Class B Members) of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members of each class present, either in person or by proxy.
- Section 4. Notice of Meetings. Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by the Secretary of the corporation to all members by mailing the same, postage prepaid, at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as recorded upon the membership books of the Association. Notice may also be accomplished by service of same upon the member at his Unit or last known address. Notice by either

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such method shall be considered as notice served. Any notice shall state the place, day and hour of the meeting and the purpose or purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

- Section 5.** Waiver of Notice. Any member may waive notice of any membership meeting, either in writing or by telegram, signed by the member whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member of notice to the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting.
- Section 6.** Quorum and Voting. The presence of thirty percent (30%) of the members of the Association of each class, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these Bylaws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present of each class. If a quorum is not present, a majority of the members of each class present can adjourn the meeting to another date and time not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration at which time the quorum requirement shall be reduced by one-half ($\frac{1}{2}$). No notice of such date and time shall be required. Notwithstanding anything to the contrary hereinabove set forth in this Section 6, those quorum requirements set by ARTICLE VI of the Declaration for increasing or decreasing assessments, or for setting assessments, shall be in full force and effect.
- Section 7.** Proxies. A member may appoint any other member or the Developer or the manager or managing agent of the Association, if any, as his proxy. In no case may any member, (except the Developer or the manager or managing agent, if any) cast more than one (1) vote by proxy. Any proxy must be filed with the Secretary of the Association before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary of the Association or by the death of the member.
- Section 8.** Meetings, Convened, How. Every meeting of the members, for whatever purpose, shall be convened and chaired by the Association's President, if he be present, otherwise by the Vice President, or in his absence or refusal to act by persons selected by the Board of Directors.

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Section 9. Order of Business. The order of business at all annual meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of inspectors in election.
- (g) Election of directors.
- (h) Setting rate of Annual Assessment, if membership approval is required.
- (i) Unfinished business.
- (j) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meetings.

ARTICLE VI

Directors

Section 1. Number and Classification. The Board of Directors of the Association shall consist of three (3) directors. During such time as there are Class B voting rights in existence, two (2) of such Directors shall be natural persons elected by the Class B Members (who need not be Unit Owners), and one (1) of such Directors shall be a natural person who is an Owner of an ownership interest in a Unit (other than the Developer, and those to which it has assigned all or any portions of its rights as the Developer) elected by the Class A Members of the Association. After all Class B voting rights have ceased to exist, the Board of Directors shall consist of three (3) natural persons (who need not be Unit Owners or Owners of ownership interest in Units) elected by the members of the Association. Until Class B voting rights are terminated, all Directors shall be elected at the annual meeting of the Association's members and shall serve for one (1) year and until their respective successors are duly elected and qualified.

Section 2. Nominating Procedure. The President of the Board of Directors shall select a nominating committee of two (2) persons, which will make nominations of persons to serve as Directors for the coming year at the annual meeting of the Association. Such nominating committee shall consist of the President and one (1) other person selected by the President. Members of the nominating committee may also be members of the Board of Directors of the Association. Members shall have the privilege of making additional nominations from the floor at the annual meeting. The nominating committee shall make all reasonable attempts to secure suggestions for nominations from all interested persons.

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Section 3. Vacancies. The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined within the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the unanimous vote of the remaining members of the Board; provided, however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his absence from the meeting of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one. Vacancies in positions on the Board filled by the vote of Class B Members shall be filled by the remaining Directors elected by Class B Members.

Section 4. Management. The Board of Directors shall, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified by ARTICLE V of the Declaration. The employment of such a manager, management firm or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect. Notwithstanding anything to the contrary hereinabove set forth in this Section 4, the Association or its Board of Directors shall not delegate any of its responsibilities for a term exceeding five (5) years or extending beyond the termination of Class B voting rights, prior to the conclusion of Class B voting rights, and shall not, prior to the termination of such Class B voting rights, employ any professional manager, managing agent or management firm for a term exceeding five (5) years or extending beyond the termination of Class B voting rights. Any management agreement shall be terminable by the Association on six (6) months notice.

Section 5. Term of Office. So long as there are Class B voting rights in the Association, all Directors shall be elected at the annual meeting of the members. The term of the Directors named in the Association's Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of the members and are duly qualified. At the first annual meeting of the members after Class B voting rights have expired, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two (2) years, and the term of office of the remaining Director shall be fixed at one (1) year. Thereafter, at the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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- Section 6.** Termination of Directorship. The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessments and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 3 of this Article.
- Section 7.** Compensation. Directors, as such, shall not receive any stated compensation or salaries for their services as Directors.
- Section 8.** Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors are elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.
- Section 9.** Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- Section 10.** Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) Director.
- Section 11.** Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.
- Section 12.** Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- Section 13.** Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting

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if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if it in its discretion deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds and may purchase officers and Directors liability insurance. The premiums on such bonds and insurance shall be paid by the Association.

Section 15. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these By-Laws directed to be exercised and done by the members of the Association. The property and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not reserved by these By-Laws or by the Declaration or Articles of Incorporation to the members. The Association's Board of Directors shall have authority to employ, discharge and determine the compensation of such management personnel, management firm, managing agent, professional management and employees as in its opinion are needed to do the work of the Association; provided, however, that so long as Class B voting rights are in existence the Directors shall not delegate responsibilities, or employ managing agents or a management firm, except within those limitations specified by Section 4 of this Article.

Section 16. Annual and Special Assessments. In addition to its powers and duties as specified by the above provisions of these Bylaws, the Association's Board of Directors and the Association shall have the authority to enforce the setting and collection of annual assessments, special assessments and other assessments as specified by ARTICLE VI of the Declaration, and any other provisions of the Declaration, and shall be required to assess and cause to be paid those annual assessments, special assessments and other assessments provided for by ARTICLE VI of the Declaration, and all other provisions of the Declaration, and to cause the funds provided for pursuant to such assessments to be collected and used in that manner described in the Declaration. The provisions of ARTICLE VI of the Declaration are incorporated herein by reference the same as though fully set forth herein.

ARTICLE VII

Officers

Section 1. Number. The officers of the Association shall consist of a President and a Secretary. The Board of Directors may, if it, in its sole and absolute discretion determines appropriate, also choose and appoint a Vice President and one or more additional Vice Presidents, and a Treasurer, and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time.

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If a Treasurer is selected, then the offices of Secretary and Treasurer may be filled by the same person. Such officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association.

- Section 2.** Term. The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, and until their successors are duly elected and qualified.
- Section 3.** Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

ARTICLE VIII

Duties of Officers

- Section 1.** General Powers. The officers of the Association shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these By-Laws, or by resolution of the Board of Directors.
- Section 2.** President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances or other instruments in writing made and entered into for or on behalf of the Association. He shall have all the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from time to time among the membership of the Association as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.
- Section 3.** Vice President. If a Vice President is selected, the Vice President shall take the place of the President and perform his duties whenever the President shall be absent and unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.
- Section 4.** Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall be responsible for the disbursement of the funds of the Association as may be directed by the Board of Directors.

Section 6. Assessment. The Association shall have the power to assess the members of the Association for the purpose of raising funds for the operation of the Association.

Section 7. Assessment of Funds. The Association shall have the power to assess the members of the Association for the purpose of raising funds for the operation of the Association.

Section 8. Compensation. The Association shall have the power to pay compensation to its officers and employees for their services.

Section 1. Liability. The Association shall not be liable for the actions of its officers and employees acting in their official capacity, unless such actions are willful and wanton.

Section 2. Compensation. The Association shall have the power to pay compensation to its officers and employees for their services.

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- Section 5.** Treasurer. If a Treasurer is selected, the Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.
- Section 6.** Assistant Secretaries. The Assistant Secretaries, in order of succession, shall perform all of the duties of the Secretary in the event of the death, disability or absence of the Secretary, and such other duties, if any, as may be prescribed by the Board of Directors.
- Section 7.** Assistant Treasurers. The Assistant Treasurers shall, as to the funds entrusted to them, perform all of the duties of the Treasurers.
- Section 8.** Compensation of Officers. No officer shall receive any salary or other compensation for services rendered to the Association in his capacity as an officer of the Association. No remuneration shall be paid to any officer for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

ARTICLE IX

Liability and Indemnification Of Officers and Directors

- Section 1.** Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or directors may also be Owners of Units) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or directors of the Association may be entitled.
- Section 2.** Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view of the interests of the

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Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the Directors of the Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee therefor which authorizes or approves the contract or transaction, or because of his or their votes as counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereafter to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

ARTICLE X

Management

Section 1. Management. The Association, by and through its Board of Directors, shall manage, operate and maintain, the Development, and for the benefit of the Units and the owners thereof, and residents of the Development, shall enforce the provisions of the Declaration and of these By-Laws, and may pay out of the Maintenance Fund, established by the Declaration, for those articles, items, duties and services to be supplied and performed by the Association under the terms of the Declaration.

Section 2. Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than six (6) months written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power or function so delegated. Notwithstanding

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anything to the contrary set forth in this Section 2, so long as Class B voting rights are in existence, the Association shall not employ any professional manager, managing agent or management firm for a term exceeding five (5) years, and shall not delegate any of its responsibilities for a term exceeding five (5) years.

Section 3. Duties to Maintain. The Association, shall have the duty and obligation to perform the repairs and maintenance imposed upon the Association by the Declaration, and particularly ARTICLES V and IX thereof. Each Unit owner shall have the duty and obligation to perform the maintenance upon his, her or their Unit imposed upon them by ARTICLE IX of the Declaration, and shall be required to perform, with respect to each Unit, all maintenance not specifically imposed by the Declaration upon the Association. In addition to the foregoing, the owner of any Unit shall at his own expense maintain, repair or replace any plumbing fixtures, water heaters and heating and air conditioning equipment, lighting fixtures, refrigerators, ranges and/or other equipment that may be in or appurtenant to the building located on his Unit and all structural portions of such building.

Section 4. Access at Reasonable Times. For the purposes of discharging its duties and responsibilities as provided by these By-Laws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, Directors or employees, shall have the right, after reasonable efforts to give notice to the Unit Owner, to enter into any Unit in the building located thereon at any hour considered to be reasonable under the circumstances.

Section 5. Limitation of Liability. The Association, and its Directors, and its officers, shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the maintenance fund established by the Declaration, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Unit for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Elements. No diminution or abatement of maintenance fund assessments as provided for by the Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or the Units or the buildings located thereon, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XI

Assessments

ARTICLE XI of these Bylaws shall be identical to ARTICLE VI of the Declaration, and such ARTICLE VI is adopted and incor-

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Reserve for Replacements. In addition to those costs and expenses to be paid for and covered by the annual assessments provided for by the Declaration, the Association's Board of Directors may, in its discretion, establish and maintain a reserve fund from a portion of the annual assessments received from Unit Owners. Such funds shall be used for replacements. Such funds shall be established by the allocation in monthly payments to the reserve fund of any amount to be designated from time to time by the Association's Board of Directors, which shall not be more than five percent (5%) of the aggregate monthly installments on assessments levied pursuant to the provisions of the Declaration. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Association's Board of Directors, be invested in obligations of or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the development and for operating contingencies of a non-recurring nature. The amounts required by the Directors to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to twenty-five percent (25%) of the full replacement value of those parts of the Common Elements reasonably susceptible to damage, loss or destruction, or of a depreciating nature, which will reasonably require replacement in the future, as such full replacement value is determined by the Board of Directors, in its sole and absolute discretion, from time to time. The reserve for replacement shall be the property of the Association. However, no reserve for replacement of items which individual Unit Owners are required to replace shall be required. The reserve for replacement shall be the property of the Association.

ARTICLE XII

Use Restrictions and Architectural Control

The Units and the property shall be subject to those use restrictions set forth by the Declaration, and to those architectural restrictions and controls imposed by the Declaration, which shall be enforced by the Association's Board of Directors.

ARTICLE XIII

Financial Management

Section 1.

Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should good corporate practice subsequently dictate.

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Section 2. Books and Accounts. Books and accounts for all funds collected by the Association shall be kept under the direction of the Secretary, or under the direction of the Treasurer, if there is a Treasurer, in accordance with good bookkeeping principles consistently applied. The Same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the funds collected and of the administration of such funds.

Section 3. Auditing. Upon request by a majority of the Board of Directors of the Association, any Treasurer of the Association, whether present or past, shall submit his or her books and records for audit by an independent Certified Public Accountant, retained by the Association at its expense, whose report shall be prepared and certified in accordance with generally accepted auditing principles. In lieu of any such audit by an independent Certified Public Accountant, the Association's Board of Directors may appoint an "audit committee." Such audit committee shall consist of two (2) directors and one (1) Class A member of the Association, who is not a member of the Board of Directors. If an audit committee is used, then the books and records shall be audited by such audit committee, which shall report to the Association's Board of Directors.

Section 4. Inspection of Books. The books and accounts of the Association, or of the Treasurer or any Assistant Treasurer thereof, and vouchers accrediting the entries made thereon, shall be available for examination by any of the members of the Association, and/or their duly authorized agents or attorneys, during normal business hours, and for purposes reasonably related to their interests as members.

Section 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. The Board of Directors may, if it in its discretion deems it appropriate, provide a corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

ARTICLE XIV

Insurance

The Association's Board of Directors and the Unit Owners shall be responsible for obtaining and maintaining the casualty or physical damage insurance, and the public liability and workmen's compensation insurance to be obtained by the Association pursuant to the provisions

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of the Declaration. Insurance obtained by the Association's Board of Directors and the Unit Owners under the terms of the Declaration, and the proceeds therefrom, shall be subject to those terms and provisions dealing with insurance set forth in the Declaration. In addition to the other requirements placed upon the policies of insurance by the Declaration, all insurance policies obtained by the Association's Board of Directors and the Unit Owners, shall, to the extent practicable, satisfy the following requirements:

(a) The insurance coverage obtained and maintained pursuant to the requirements of the Declaration shall not be brought into contribution with insurance purchased by the Owners of the Units, or their mortgagees, as permitted by the Declaration, and any "no other insurance" or similar clause in any policy obtained by the Association or its Board of Directors or the Unit Owners pursuant to the requirements of the Declaration shall exclude such policies from consideration.

(b) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Units and buildings.

(c) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making cash settlement, such option shall not be exercisable without the prior written approval of the Association's Board of Directors, or when in conflict with the provisions of the Declaration or these By-Laws.

(d) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, its Board of Directors, and its officers. As provided by the Declaration, the Owner of any Unit (including the holder of any mortgage thereon) may obtain additional insurance at his own expense. Such insurance shall contain the same waiver of subrogation provision set forth in this Article. The Association and the Developer recommend that each Owner of a Unit in the Development obtain, in addition to the insurance hereinabove provided to be obtained by the Association's Board of Directors, insurance against loss of personal property, and such liability coverage as is generally provided by homeowner's policies.

ARTICLE XV

Amendment

Those provisions of these By-Laws which also appear in the Declaration may be amended only in that manner provided for the amendment of the Declaration by the Declaration. The remaining provisions of these By-Laws may be amended by the affirmative vote of two-thirds (2/3) of the members of each class present at any meeting of the members at which a quorum is present, and which is duly called for such purpose. Amend-

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amendments may be proposed by the Board of Directors or by a petition signed by members representing at least one-third (1/3) of the voting members of a single class of members. A description of any proposed amendment of these By-Laws or the Declaration shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

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ARTICLE XVI

Conflict With The Declaration

- Section 1. Conflict. In the event any of the provisions of these By-Laws, or any provision of an amended version of these By-Laws, conflicts with the terms and provisions of the Declaration in any way whatsoever, these By-Laws shall be deemed to be subordinate and subject to all provisions of the Declaration. All of the terms hereof except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.
- Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.
- Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws or the Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- Section 4. Captions. The captions contained in these By-Laws are for convenience only and are a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.
- Section 5. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted as the By-Laws of ST. CHARLES VILLAGE HOMES ASSOCIATION, by resolution of the Board of Directors of such Association adopted at the first meeting of the initial Board of Directors of the Association on the _____ day of _____, 1981.

Secretary of the Association and of the Meeting.

APPROVAL AND ADOPTION OF BYLAWS

The above Bylaws have been approved and adopted and are hereby again approved and adopted by unanimous consent of the undersigned, who are all members of the

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first Board of Directors of the Association.



State of Missouri)
County of Boone) Sct.

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 29 day of JANUARY, 1982, at 2 o'clock 52 minutes P.M. and is truly recorded in Book 491 Page 19.

Witness my hand and official seal on the day and year aforesaid.

Nora Dietzel, Recorder of Deeds

ANNETTE HODGES

Nora Dietzel, Recorder of Deeds