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CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County MO  
BY Lori Bravi

DECLARATION OF RESTRICTION AND  
INDENTURE CREATING HOMEOWNERS ASSOCIATION  
AND  
ESTABLISHING RESTRICTIONS FOR  
DOVE MEADOWS  
COUNTY OF ST. CHARLES  
STATE OF MISSOURI

THIS INDENTURE, made and entered into this 5<sup>th</sup> day of November, 2003, by and between FIRST CONSTRUCTION OF ST. CHARLES COUNTY, INC., a Missouri Corporation, party of the first part, and HAROLD W. BURKEMPER, EUGENE HORSTMEIER AND JAMES A. GIGLIOTTI, all of St. Charles County, State of Missouri, parties of the Second Part, and such other persons who shall hereafter be elected as members of the Board of Governors hereunder, herein referred to as the Board of Governors.

WITNESSETH THAT:

WHEREAS, the party of the First Part is the owner of all the lots and land in a tract of land situated in the County of St. Charles, State of Missouri, and described as:

All of Dove Meadows, according to the plat thereof recorded in Plat Book 40,  
Page(s) 305, of the St. Charles County Recorder's Office.

WHEREAS, there have been or may be designated, established and recited on deeds conveying said lots or required plats certain easements and certain common areas which are provided for the purpose of constructing, maintaining, and operating streets and drives, sewers, pipes, poles, wires, storm water drainage facilities, street lights, open space, recreational areas, entrance monuments, and other facilities and public utilities for the benefit of the owner or owners of the lots shown on said plat; and

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WHEREAS, it is the purpose and intention of this Indenture to create a means of cooperation between present and future lot owners and homeowners in said Subdivision among themselves and under certain circumstances with lot owners and homeowners in adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety and welfare and for the establishment of a harmonious atmosphere and common interests, wholesome spirit of neighborly understanding and cooperation; to preserve said tract of land and possible adjacent and adjoining land as a restricted neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and possible adjacent and adjoining land and every lot thereof as it may be sold from time to time, but also in favor of any and all other lots within said residential area in the hands of the present or future title holders of occupants of any or all said lots and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and severally for the benefit of the Parties of the First part and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, by plat or deed creating easements, streets, roadways, all roundings and intersections thereof designated upon and shown on said plats have or will be dedicated to perpetual public use.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to parties of the First Part in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and further in consideration of the advantages to accrue to the Parties of the First Part as well as to future owners of said lots, and with the agreements and consent of the parties of the Second Part to act as "Board of Governors" hereunder, the Parties of the First Part hereby grant, bargain, sell, convey and confirm unto the Parties of the Second Part as "Board of Governors"; and as joint tenants in common, and to the successor or successors of them;

A. All ponds, lakes, parks, playgrounds, common property and drainage facilities, if any, contained in said land covered by this Declaration, and not otherwise dedicated or conveyed on the plat or plats of the aforesaid property;

B. Easements, in, over, upon and across such portions of said land as may be now or hereinafter designated, as follows:

The rights, benefits, and advantages within said subdivision of having ingress and egress to and from, over, along and across such common property, streets, drives, right-of-way, public utility easements, storm sewers and drainage facilities and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said Subdivision; and of laying, constructing, maintaining and operating

thereupon, either above or underground, suitable supports or conduits for telephone and electric wires and suitable pipes, conduits or other means of conducting telephone, electricity, gas, water, sewage or other useful agencies.

TO HAVE AND TO HOLD the same to said Board of Governors and their successors forever in trust for the Grantor and the present or future owners of each of the said lots, and said lots and all of them shall forever remain subject to the burdens and entitled to the liens involved in said easements and the said Grantor for itself, its successors and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors or assigns, to any part of the said property hereinabove described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said Subdivision and any other lands which may hereafter become subject and subservient to this Indenture and as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Board of Governors and their successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this Indenture.

Notwithstanding any other provisions of this Indenture, in the event that the trust with respect to common property in effect at the end of twenty (20) years from the date of this Indenture or, if earlier terminated, at the time of such termination, the then members of the Board of Governors shall convey by deed all the common property, if any, to the then owners of lots in this Subdivision as joint tenants; provided, however, that all the rights, powers and authority conferred upon the Board of Governors shall continue to be possessed by the Board of Governors. It is the intention of this instrument that such conveyance shall constitute a change in ownership of title but shall not alter, abridge, or change the powers, duties or function of the Board of Governors.

I

**CREATION OF THE DOVE MEADOWS  
HOMEOWNERS ASSOCIATION**

All the present and future lot owners or homeowners in all lands as are now or shall be in the future subject to this Indenture, shall as a group hereby be established and hereby be known as "The Dove Meadows Homeowners Association", and as such lot owners or homeowners shall have all the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

II

**SELECTION OF BOARD OF GOVERNORS  
MEETING OF LOT OWNERS**

There shall be Three (3) members of the Board of Governors hereunder, same being at the date of execution of this instrument and the Second Parties hereto. During the period of service of said Second Parties, as members of the Board of Governors as provided for herein.

One third of the Board of Governors shall be purchasers of developed lots after permits for fifty percent (50%) of the lots have been issued; two thirds of the Board of Governors shall be purchasers of developed lots after permits have been issued for ninety-five (95%) of the lots; all of the Board of Governors shall be chosen by purchasers of developed lots after all of the lots have been sold. It is the intention of the instrument that after the expiration of the terms of office of the members of the Board of Governors first elected hereunder, each member of the Board of Governors shall serve from a term of three (3) years and that said terms shall be staggered to the end that thereafter one member of said Board shall be elected at each annual meeting of the lot owners.

Following the annual meeting of the lot owners as provided for herein, the Board of Governors, shall designate one of its members to serve as Chairman of the Board of Governors and one member to serve as Secretary of the Board until the time of the next following said annual meeting. There shall be an annual meeting to be held at a convenient place in the County of St. Charles, and there may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Governors, also to be held at a convenient place in St. Charles County. Ten (1) days notice in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by the Board of Governors or by the member of the Board calling said meeting, by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the majority of votes or ballots cast shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Governors, all the estate, rights, interest, privileges and powers by this Indenture granted to his or their predecessor. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting provided for herein. In the event that any one of the three elected members of the Board of Governors duly elected hereunder, shall die or cease to reside in the land subject to this instrument, or become incompetent for whatever reason to discharge the duties or avail himself or themselves as a member of the Board of Governors under this Indenture, then and thereupon, it shall be the duty of the remaining members of said Board to select a successor to fill the unexpired terms of such deceased or incompetent member. Any business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above.

All members of the Board of Governors, except Second Parties and their appointed successors as described above, shall be residents of the land subject to this instrument.

All actions of the lot owners at annual or special meetings shall be by a majority of votes cast at such meetings. All actions of the Board of Governors shall be by majority vote.

### III THE BOARD OF GOVERNORS

The Parties of the First Part hereby vest the Board of Governors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with respect to all the land which is now or which may in the future be made subject hereto under the terms and provisions hereof.

A. To exercise such control over the easements, streets, drives or rights-of-way until same are dedicated to public bodies and agencies, public utilities or others furnishing common services to occupants of the land subject hereto, as in necessary to maintain repair, supervise and insure the proper use of said easements, streets, drives or rights-of-way by the necessary public utilities, and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives or rights-of-way, sewers, pipes, poles, wires, and other facilities and public utilities for service to the lots within the land subject hereto.

B. To present in their own names and the Board of Governors, any infringement and to compel the performance of any restrictions set out in this Indenture or established by laws. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Board of Governors is intended to be discretionary and not mandatory.

C. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expense incurred. The Board of Governors or their officers, agents, or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

D. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached building or out-buildings proposed for erection on said lots, proposed additions to such buildings or alterations in the external appearance of the buildings already constructed it being provided that no building, fence, detached building, out-building or other structure may be erected or structurally altered on any said lot unless there shall first be written approval of a majority of the Board of Governors of the plans and specifications. In approving or rejecting such plans or specifications, the Board of Governors shall consider their compliance with the terms and provisions of this Indenture, together with the consistency and suitability of same in light of existing structures in the subdivision and the impact of same upon the lots in the subdivision, the value of thereof and the health, welfare and safety of the lot owners.

E. To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

F. The Board of Governors in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, clerks, other employees and labor as they deem necessary or advisable; employ counsel to advise the Board or to institute and prosecute such suit as they deem necessary or advisable, and defend suits brought against them individually or collectively in their capacity as Board of Governors.

G. At the discretion of the Board of Governors, in the interest of the health, welfare and safety of the lot owners and homeowners of the land now or in the future subject to this Indenture, and provided that same is not prohibited by law of Federal, State, County or municipal regulation, to provide lights on streets, parks, gateways, entrances, common property and other public or semi-public facilities; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and the marking of streets or roads, lanes and pedestrian ways to clear street, gutters, sidewalks and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets, to plan, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property and elsewhere within the land subject hereto; to provide at suitable locations receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.

H. To establish, operate, conduct, regulate, improve, maintain, repair, add to or reduce common property and any buildings and facilities as may exist or be established thereon; to make rules and regulations, not inconsistent with the law and this Indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

I. The Board of Governors and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and parcels of land in the subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject for the provisions of this instrument.

J. To make a uniform annual assessment of a sum not to exceed Two Hundred (\$200.00) Dollars per lot on which a single family residence has been constructed and been occupied at least one day, for residential purposes by an owner or tenant in any one year. The Board may also, in its absolute discretion, extend such assessment to unimproved lots which are required under the terms of this Indenture to commence construction within six (6) months. Said assessments shall be for the purpose of providing funds to carry out the general duties and powers of the Board of Governors as herein described and for the further purpose of enabling the Board of Governors to defend and enforce restrictions, to adequately maintain and operate the common property, parks, paths, easements, storm water detention areas, trees and other facilities or otherwise properly protect the health, safety and general welfare of the

property owners and to perform any of their duties or rights hereunder, except as expressly limited hereunder.

2. If at any time the Board of Governors shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the lot owners for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved, either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of members of the Board of Governors by a majority vote of all the lot owners, voting by written ballot, in person or by proxy, or by the written consent of the owners of a majority of the lots, the Board of Governors shall notify all lot owners of the additional assessment and the limit of One Hundred (\$100.00) Dollars per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph. Said special assessment shall be made only against those lots on which there is situated a residence ready for occupancy.

3. All assessments, either general or special, made by the Board of Governors for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

a.) Notice of all assessments may be given by mail addressed to the last known or usual postal address of the holder of legal title and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

b.) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board of Governors may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in St. Charles County, State of Missouri, and the Board of Governors may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or its affected, and the Board of Governors shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessment.

c.) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist, are hereby referred to and made a part of this instrument, and the Board of Governors shall have the right to employ any procedure described therein to effectuate collection of any assessments hereunder.

d.) Except as otherwise provided, no assessment shall be made except upon resolution duly adopted by a majority of the Board of Governors at a meeting of the Board of

Governors, which resolution shall be incorporated into and made a part of the minutes of said meeting.

e.) The lien or liens for assessments hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri, and to any other bonafide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and of evading the assessments provided for herein; provided, however, that the terms and provisions hereof shall be and remain fully applicable to all the land subject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequent to such foreclosures.

J. The Board of Governors shall have the full and unqualified right, power and authority concerning all of the property, real, persona or mixed, owned or held by said Board to:

1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Board's powers and duties hereunder including the construction of improvements.
2. Purchase insurance against all risks, casualties and liabilities of every nature and description.
3. Borrow money on same; encumber and hypothecate same; make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on same.
4. Make all types of permanent, temporary, construction or other loans.
5. Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

K. The Board of Governors shall deposit funds coming into their hands, as the Board of Governors, in a State of National Bank, protected by the Federal Deposit Insurance Corporation, or in a State of Federal Savings and Loan Association, protected by the Federal Savings and Loan Insurance Corporation. The Board of Governors shall designate one of their members as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded, if the Board of Governors so requires, for the proper performance of his duties in an amount to be fixed by the majority of the Board of Governors.

L. All rights, duties, powers, privileges and acts of every nature and description which said Board of Governors might execute or exercise under the terms of this Indenture may be executed by a majority of said Board of Governors unless otherwise provided in this Indenture. Members of the Board of Governors shall not be personally liable for their acts in the performance of their duties save for dishonesty or acts criminal in nature.

Notwithstanding any other conditions herein, the Board of Governors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Wentzville which the subdivision is a part and for such purposes

shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Board of Governors shall make provisions for the maintenance and operation of all street lights, roadways and easements not otherwise accepted by a political subdivision or utility.

#### IV RESTRICTIONS

The Parties of the First part herewith covenant with the Board of Governors, their successors or successors in trust, and all owners of lots in this Subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all land subject hereto and each owner or owners of such land, their grantees, lessees, assignees and heirs covenant.

A. That no person may dwell in or occupy on any of said lots, any garage, trailer or other structure not designated as permanent or stationary, nor may any person use any of said lots or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That the height of buildings, the minimum dimensions of yards and the minimum lot area for families shall be as follows:

1. No building hereafter erected or structurally altered shall exceed twenty-five (25) feet in height.

2. Every building shall observe all yard, setback and lot area requirements prescribed by the ordinances of the City of Wentzville, Missouri and the building lines as shown and indicated on the recorded plat of said Subdivision are hereby established.

C. That all platted lots in this Subdivision shall be restricted to one family residence usage only and that not more than one main building shall be erected on any one lot established in the subdivision.

D. That no pigeons, poultry, cattle, hogs, rabbits, or other animals (except dogs, cats or other household pets and provided that such pets shall not exceed two (2) in total number at any one time may be kept if not bred or maintained for commercial purposes) may be kept in or on any part of said property unless written permission be obtained from the Board of Governors and such permission, if granted, shall be revocable at the pleasure of the Board of Governors. Dogs and cats must be restrained so as not to be running at large beyond property lines.

E. That no residence or any portion of any lot shall be used as a boarding house, nursing home, rooming house, club house or road house, nor shall any residence accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law, or ordinance nor shall anything be done in or on any premises which may be or become a nuisance in the judgment of the Board of Governors to the owners of inhabitants of lots in the

land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

F. No lot shall be re-subdivided nor shall a fractional part of any lot be sold without the consent of the Board of Governors. This provision shall not, however, require the consent of the Board of Governors for the sale of an entire lot once established.

G. No trash, rubbish or garbage receptacle or can shall be placed on the premises outside the buildings thereon except upon the day of the week or month upon which the regularly scheduled collections of same are to take place.

H. No one story main building shall be erected with a total area of less than Twelve Hundred (1200) square feet excluding garage and porches, said measurements to be made at the outside wall and provided that no building having two finished levels, one above the other, shall be erected with a total area of less than Eighteen Hundred (1800) square feet excluding garage and porches, said measurement to be made at the outside wall. Each resident must include a minimum of a two car attached or connected garage and have a solid continuous, poured foundation of concrete and a paved driveway of concrete.

I. No one will be permitted to live on any lot in a temporary building, a trailer or a tent erected or placed thereon.

J. No fence may be erected without the consent in writing of a majority of the Board of Governors. Said Board of Governors may approve fences located behind the rear corner of residence. All fences shall be constructed of wood or equivalent new material approved by the Board of Governors. In the event that any fence deteriorates or falls into disrepair, the Board of Governors may in their discretion, repair, restore or remove such fence and charge the cost of same to the then owner of said lot.

K. Except during the construction period, no lot owner shall park a ¾ ton truck or larger on any lot other than in a garage for a period in excess of one hour per day. No repair or maintenance work shall be done or performed on any motor vehicle, any boat or truck, except in an enclosed garage. No vehicle shall be parked on a public street for more than twelve (12) hours in a twenty-four (24) hour period from twelve (12) noon to twelve (12) noon of the following day. No parking shall be permitted upon the side of streets posted as "No Parking".

L. With respect to any corner lot, there shall be no shrubbery, trees, flowers, vegetation, walls and fences greater than one (1) foot in height with a triangular area bounded by the property lines on each street and a line connecting said property lines thirty (30) feet from the intersection thereof or in a case where the intersection is rounded, thirty (30) feet from the point where a straight projection of property lines would intersect; provided, however, that trees, boughs or branches may overhang such area so long as they do not extend lower than seven (7) feet from the ground. In the event of violation of this restriction, the Board of Governors, their agents, servants and employees shall have the absolute right to

enter upon the lot involved and remove, trim, cut or destroy any shrubbery, trees, other vegetation or other structures or obstacles in violation of this restriction.

M. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot, except for the erection and maintenance of not more than one (1) sign on each lot, not exceeding five (5) square feet in size and used for the sole and exclusive purpose of advertising for sale or lease of the lot or tract on which it is erected; provided that the Parties of the First Part reserve the right to erect signs and displays and connection with its subdivision development and the sale of lots without restrictions.

N. No lot owner shall park a boat, camper, trailer or part thereof on any lot other than in a garage. This shall not apply to Parties of the First Part during the construction period.

O. Plans and specifications of all contemplated buildings must be submitted to the Board of Governors for approval prior to the start of any construction. The Board of Governors may allow variance in the plans from these restrictions. All buildings must be constructed in accordance with the plans and specifications so submitted and approved.

P. No residence may be occupied unless an Occupancy Permit from the City is issued, if applicable. Construction of each residence must commence within twelve (12) months of purchase of an individual lot and be completed within six (6) months of the commencement of construction.

Q. No above ground type swimming pools shall be erected on any lot without being enclosed within a privacy fence not less than three (3) feet above the pool.

R. Garbage, deleterious substances, cans, bottles, refuse, debris or discarded material should not be permitted to accumulate upon the premises, but the same must be removed at the expense of the lot owner and at such frequent intervals as necessary to keep the premises clean and sanitary. No lot shall be used as a storage place of salvaged material or dismantled thereon for salvage purposes any old machines or automobiles. Automobiles in operable condition must be removed.

S. Culverts and storm water drainage improvements of sufficient capacity to carry storm water, if necessary, for the property drainage of the road and drives must be installed by the lot owner as may be directed by the Board of Governors at the lot owner's expense. In the event of the failure of the lot owner to make such installation, the Board of Governors, their agents, servants and employees shall have the absolute right to enter the lot involved and install said culverts and storm water drainage improvements and charge the cost thereof to said lot owner, and place a lien on his lot to secure the payment of said costs.

T. All water and sewage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the subdivision, except during the original home construction phase.

U. No tank, bottle or container for the storage of fuel, or any aerial antenna, satellite dish, or other type of structure shall be erected, placed or permitted above the surface level of any lot, except lots held for new home construction. Except satellite dishes which do not exceed 18" diameter, not affixed to the front of a residence upon approval of the Board of Governors.

V. No lot may be planted in field crops, which covers more than six hundred (600) square feet of any lot, and shall only be in the rear of any residence. All grasses and weeds which may grow upon any lot, shall be cut and trimmed by the lot owners so as not to permit a greater height than eight (8) inches.

W. No basketball backboard, goalpost, tether ball or other permanent sporting equipment shall be affixed on the front of the garage or dwelling facing the street, or placed in a front yard between the dwelling and street upon which it faces, provided that this restriction shall not apply to the side yard on a corner lot which fronts upon a street. Portable equipment will be allowed for use from the hours of 8:00 am to 8:00 pm daily. After 8:00 pm the unit will be stored inside the garage.

X. The outside exterior walls of all structures shall be constructed of wood and of wood products, clay brick, rock or stone, sightly and of good workmanship and if the exterior be of wood or wood products, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without first having obtained the written consent of the Board of Governors as herein named. All outside exterior walls of any structure shall be completed and finished within ninety (90) days after the footing and foundation of any structure has been completed.

Y. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of a structure have been approved by the Board of Governors as to quality of workmanship and materials, harmony of exterior design with existing structures.

## V ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of any lot or portion thereof in this subdivision, their heirs, executors, administrators, grantees or assignees, or any one hereinafter owning any of said lots or part thereof shall infringe or attempt to infringe or omit to perform any covenant of restrictions aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any lot or parcel of land subject hereto, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase) or for the said Board of Governors in behalf of or for the benefit of themselves or any of said owners, or for any or either of them to infringe or attempting to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any lot or parcel of land subject hereto, or having a legally recognizable interest in said land (by lien, mortgage,

deed of trust or contract or option for purchase), or for the said Board of Governors in behalf of or for any or either of them to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages, including reasonable attorney's fees, or other dues for such infringement or missions. It is hereby declared and provided that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every owner and occupant of any parcel of land, or any part thereof subject to said covenants, yet they are not to be enforced personally against the Parties of the First Part, its successors and assigns, unless said Parties of the First Part while owning or controlling some parcel of land or part thereof subject to such covenant or covenants embracing such parcel or part thereof. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land within the tract subject hereto and to end with all titles, interests and estates in same, and be binding upon every owner, lessee or occupant of any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of land and concerning such parcel of land or any part thereof.

The restrictions herein contained and the provisions of this Indenture are to be considered independently, and in the event any of them shall be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions of this Indenture shall not be thereby impaired or affected.

## VI

### DURATION, AMENDMENTS, MODIFICATIONS, ADDITION PROPERTY

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for fifty (50) years from the date of this Indenture and shall, as then in force, be continued automatically without further notice, for successive periods for ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Board of Governors by at least Ninety-Five percent (95%) of the owners of lots platted on the land then subject hereto, to their intention to terminate this Indenture, in which event same shall be terminated and ended at the end of such period.

It is further agreed expressly and understood that any modification, amendment or change in the terms of this Indenture or elimination of any one or more lots or parts, or parts thereof, from the coverage of this Indenture may be made at any time by written consent of two-thirds (2/3) of the owners of the lots in the land subject hereto, subject to the approval of a majority of the Board of Governors.

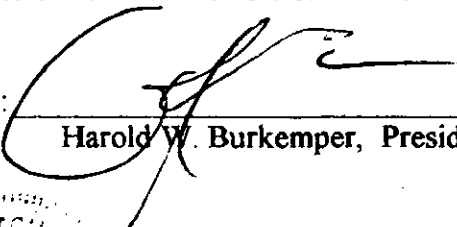
Parties of the First Part reserve the right and shall have the right to amend this trust agreement and Indenture in any manner whatsoever, including by way of example and not by way of limitation, amendments calculated to permit qualifications of the lots in said subdivision and improvements thereon so as to meet requirements of the Federal Housing Administration or the Veterans Administration, or of any mortgagee or lender, in order that said improved lots will qualify for financing or loans from any mortgagee or lender, the right to relocate building lines established by any recorded plats, and the right to re-subdivide or

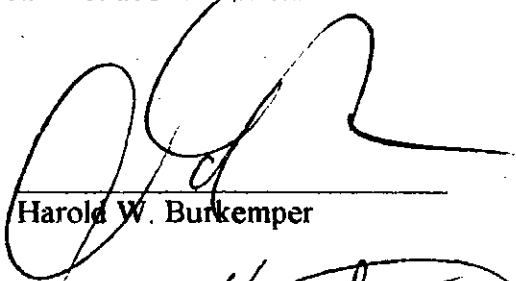
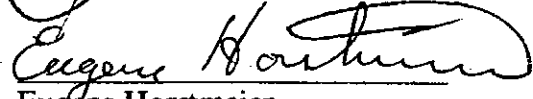
relocate any platted lot lines, without notice, at any time, so long as Parties of the First Part retain legal ownership of one or more lots or any part of the property subject thereto, providing the said Parties of the First Part shall record any such amendment in the Office of the Recorder of Deeds of the County of St. Charles.

Parties of the First Part reserve the right to make adjacent land or lands subject to the terms and conditions of this Indenture by appropriate plat legend on any Plat of record subdividing adjacent land.

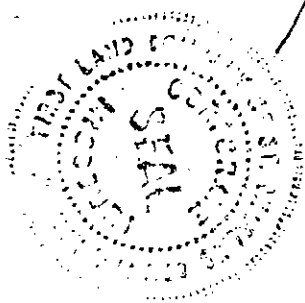
IN WITNESS WHEREOF, the said Parties of the First Part and Parties of the Second Part have hereunto executed this Indenture in the day and year first above written.

First Construction of St. Charles County Inc.

By:   
Harold W. Burkemper, President

  
Harold W. Burkemper  
  
Eugene Horstmeier

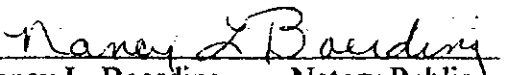
  
James A. Gigliotti



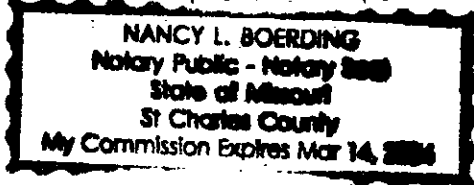
STATE OF MISSOURI  
SS.  
COUNTY OF ST. CHARLES

On this 27th day of January, 2004, before me personally appeared Harold W. Burkemper, Eugene Horstmeier, and James A. Gigliotti, all of St. Charles County, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

  
Nancy L. Boerding Notary Public

My term expires: March 14, 2004



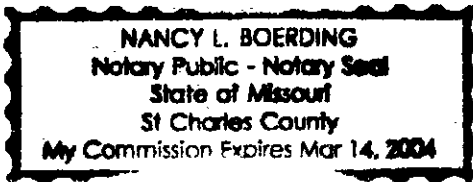
STATE OF MISSOURI    SS.  
COUNTY OF ST. CHARLES

On this 27<sup>th</sup> day of January, 2004, before me appeared Harold W. Burkemper, to me personally known, who, being by me duly sworn, did say that he is the President of First Construction of St. Charles County, Inc., a Corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Harold W. Burkemper acknowledged said instrument to be the free act and deed of said Corporation.

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

*Nancy L. Boerding*  
Nancy L. Boerding      Notary Public

My term expires: *March 14, 2004*



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L-4  
S-3



20081001000676030 AMRESTR  
**Bk: DE5055 Pg: 153**  
10/01/2008 11:53:10 AM 1/4

**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: KAUERSWALD

File #: 637393 - LACW

**RECORDING DOCUMENT IDENTIFICATION SHEET**

**TITLE:** AMENDMENT TO DECLARATION OF RESTRICTION AND  
INDENTURE CREATING HOMEOWNERS ASSOCIATION AND  
ESTABLISHING RESTRICTIONS FOR DOVE MEADOWS

**DATE:** As of February 7, 2005

**GRANTOR(S):** FIRST CONSTRUCTION OF ST. CHARLES COUNTY, INC.  
**ADDRESS:** 1395 Jungermann Road, Suite A, St. Peters, MO 63376

**GRANTEE(S):** HAROLD W. BURKEMPER, EUGENE HORSTMEIER, and JAMES A.  
GIGLIOTTI, as the BOARD OF GOVERNORS OF DOVE MEADOWS  
and THE DOVE MEADOWS HOMEOWNERS ASSOCIATION  
**ADDRESS:** 1395 Jungermann Road, Suite A, St. Peters, MO 63376

**LEGAL DESCRIPTION:** All of Dove Meadows Plat One, according to the plat thereof  
recorded in Plat Book 40 on page 305 and all of Dove Meadows Plat Two, according to the plat  
thereof recorded in Plat Book 41 on pages 357 and 358 of the St. Charles County Recorder's  
Office.

**REFERENCE BOOK AND PAGE NUMBER:** Declaration of Restriction and Indenture  
Creating Homeowners Association and Establishing Restrictions for Dove Meadows in Book  
3776, Page 427, in the Recorder of Deeds' Office of St. Charles County, Missouri.



**AMENDMENT TO THE  
DECLARATION OF RESTRICTION AND INDENTURE CREATING HOMEOWNERS  
ASSOCIATION AND ESTABLISHING RESTRICTIONS FOR DOVE MEADOWS**

THIS AMENDMENT is made as of the 7<sup>th</sup> day of February, 2005 to that certain Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows, dated as of the 5<sup>th</sup> day of November, 2003, recorded in Book 3776, Page 427, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by First Construction of St. Charles County, Inc., a Missouri corporation ("First Construction"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

**RECITALS**

A. Article VI of the Declaration permits the Declaration to be amended by First Construction in any manner whatsoever so long as First Construction retains legal ownership of one or more lots or any part of the property subject thereto by recording such amendment, including, without limitation, making adjacent land or lands subject to the terms and conditions of the Declaration by appropriate plat legend on any Plat of record subdividing adjacent land.

B. At the time of this Amendment, First Construction is the owner of all of the lots and land in a tract of land situated in the County of St. Charles, State of Missouri, and described in that certain plat known as DOVE MEADOWS PLAT TWO, recorded in Plat Book 41 on pages 357 and 358 of the St. Charles County Recorder's Office, which tract is adjacent to the land subject to the Declaration.

C. At the time of this Amendment, First Construction retains legal ownership of one or more lots or part of the property subject to the Declaration.

D. In accordance with Article VI, First Construction desires to cause additional property adjacent to the property subject to this Declaration to be made subject to the Declaration by amending the Declaration as set forth herein below, having already made appropriate plat legend on the record plat subdividing such adjacent land.

**AMENDMENT**

NOW THEREFORE, the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows is hereby amended as follows:

1. Property Subject to Declaration. In accordance with Article VI of the Declaration, First Construction amends the description of the property which is subject to the Declaration to include and consist of the following real property:

"All of Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40 on page 305 and all of Dove Meadows Plat Two, according to the plat thereof



recorded in Plat Book 41 on pages 357 and 358 of the St. Charles County Recorder's Office."

2. Plat. As of the date of this Amendment, all references in the Declaration to the plat shall mean and refer collectively to Dove Meadows Plat One recorded on February 5, 2004 in Plat Book 40 on page 305 and 306 and Dove Meadows Plat Two recorded on February 7, 2005 in Plat Book 41 on pages 357 and 358 of the Office of the Recorder of Deeds for the County of St. Charles, Missouri.

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

IN WITNESS WHEREOF, the undersigned has set his hand the date first above written.

FIRST CONSTRUCTION OF ST. CHARLES COUNTY, INC.,  
Declarant

By: [Signature]  
Harold Burkemper, President

STATE OF MISSOURI

) SS

COUNTY OF ST CHARLES

)

On this 29<sup>th</sup> day of September, 2008, before me personally appeared Harold Burkemper who being by me duly sworn, did say that he is the President of First Construction of St. Charles County, Inc. a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Harold Burkemper acknowledged said instrument to be the free act and deed of said corporation.

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

Nancy L Boerding  
Notary Public

My term expires: 3-14-2012



NANCY L. BOERDING  
My Commission Expires  
March 14, 2012  
St. Charles County  
Commission #08527920



20081001000676030 4/4  
Bk:DE5055 Pg:156

**EXHIBIT 1**  
**LEGAL DESCRIPTION**  
**Plats 1 and 2 of Dove Meadows**

All of Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40 on page 305 and all of Dove Meadows Plat Two, according to the plat thereof recorded in Plat Book 41, on pages 357 and 358 of the St. Charles County Recorder of Deeds office.

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**Bk: DE5055 Pg: 157**  
10/01/2008 11:53:11 AM 1/4

**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY:KAUERSWALD

File #: 637393-LACW

RECORDING DOCUMENT IDENTIFICATION SHEET

**TITLE:** AMENDMENT TO DECLARATION OF RESTRICTION AND  
INDENTURE CREATING HOMEOWNERS ASSOCIATION AND  
ESTABLISHING RESTRICTIONS FOR DOVE MEADOWS

**DATE:** As of March 3, 2008

**GRANTOR(S):** FIRST CONSTRUCTION OF ST. CHARLES COUNTY, INC.  
**ADDRESS:** 1395 Jungermann Road, Suite A, St. Peters, MO 63376

**GRANTEE(S):** HAROLD W. BURKEMPER, EUGENE HORSTMEIER, and JAMES A.  
GIGLIOTTI, as the BOARD OF GOVERNORS OF DOVE MEADOWS  
and THE DOVE MEADOWS HOMEOWNERS ASSOCIATION  
**ADDRESS:** 1395 Jungermann Road, Suite A, St. Peters, MO 63376

**LEGAL DESCRIPTION:** All of Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40 on page 305, all of Dove Meadows Plat Two, according to the plat thereof recorded in Plat Book 41 on pages 357 and 358 of the St. Charles County Recorder's Office and all of Dove Meadows Plat Three, according to the plat thereof recorded in Plat Book 45 on pages 174 through 176 of the St. Charles County Recorder's Office.

**REFERENCE BOOK AND PAGE NUMBER:** Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows in Book 3776, Page 427, in the Recorder of Deeds' Office of St. Charles County, Missouri, as amended by Amendment dated February 7, 2005 recorded in Book ~~5055~~ on page ~~153~~ in the Recorder of Deeds' Office of St. Charles County, Missouri.



**AMENDMENT TO THE  
DECLARATION OF RESTRICTION AND INDENTURE CREATING HOMEOWNERS  
ASSOCIATION AND ESTABLISHING RESTRICTIONS FOR DOVE MEADOWS**

THIS AMENDMENT is made as of the 3<sup>rd</sup> day of March, 2008 to that certain Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows, dated as of the 5<sup>th</sup> day of November, 2003, recorded in Book 3776, Page 427, in the office of the St. Charles County Recorder of Deeds, as amended by that certain Amendment dated February 7, 2005 recorded in Book ~~5055~~ on page ~~153~~ in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by First Construction of St. Charles County, Inc., a Missouri corporation ("First Construction"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

**RECITALS**

A. Article VI of the Declaration permits the Declaration to be amended by First Construction in any manner whatsoever so long as First Construction retains legal ownership of one or more lots or any part of the property subject thereto by recording such amendment, including, without limitation, making adjacent land or lands subject to the terms and conditions of the Declaration by appropriate plat legend on any Plat of record subdividing adjacent land.

B. At the time of this Amendment, First Construction is the owner of all of the lots and land in a tract of land situated in the County of St. Charles, State of Missouri, and described in that certain plat known as DOVE MEADOWS PLAT THREE, recorded in Plat Book 45 on pages 174 through 176 of the St. Charles County Recorder's Office, which tract is adjacent to the land subject to the Declaration.

C. At the time of this Amendment, First Construction retains legal ownership of one or more lots or part of the property subject to the Declaration.

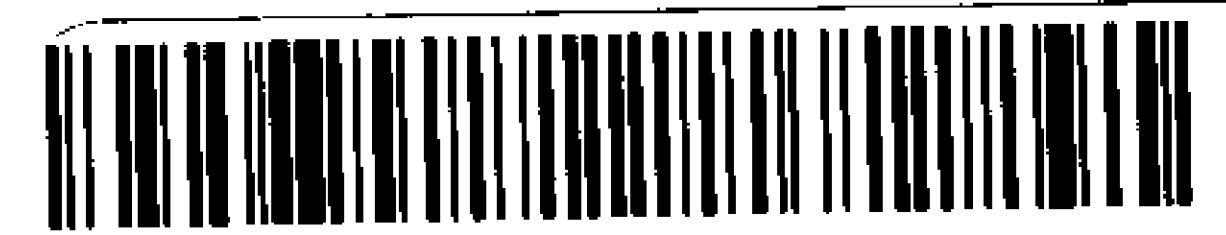
D. In accordance with Article VI, First Construction desires to cause additional property adjacent to the property subject to this Declaration to be made subject to the Declaration by amending the Declaration as set forth herein below, having already made appropriate plat legend on the record plat subdividing such adjacent land.

**AMENDMENT**

NOW THEREFORE, the Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows is hereby amended as follows:

1. Property Subject to Declaration. In accordance with Article VI of the Declaration, First Construction amends the description of the property which is subject to the Declaration to include and consist of the following real property:

"All of Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40 on page



305 and 306, all of Dove Meadows Plat Two, according to the plat thereof recorded in Plat Book 41 on pages 357 and 358 of the St. Charles County Recorder's Office, and all of Dove Meadows Plat Three, according to the plat thereof recorded in Plat Book 45 on pages 174 through 176 of the St. Charles County Recorder's Office."

2. Plat. As of the date of this Amendment, all references in the Declaration to the plat shall mean and refer collectively to Dove Meadows Plat One recorded on February 5, 2004 in Plat Book 40 on page 305 and 306, Dove Meadows Plat Two recorded on February 7, 2005 in Plat Book 41 on pages 357 and 358 of the Office of the Recorder of Deeds for the County of St. Charles, Missouri, and Dove Meadows Plat 3 recorded on March 3, 2008 in Plat Book 45 on pages 174 through 176 of the Office of the Recorder of Deeds for the County of St. Charles, Missouri.

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

IN WITNESS WHEREOF, the undersigned has set his hand the date first above written.

FIRST CONSTRUCTION OF ST. CHARLES COUNTY, INC.,

By:

  
Harold Burkemper, President

STATE OF MISSOURI

)  
) SS

COUNTY OF ST CHARLES )

On this 29<sup>th</sup> day of September, 2008, before me personally appeared Harold Burkemper who being by me duly sworn, did say that he is the President of First Construction of St. Charles County, Inc. a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Harold Burkemper acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public



Nancy L Boerding  
NANCY L. BOERDING  
My Commission Expires  
March 14, 2012  
St. Charles County  
Commission #08527920

My term expires: 3-14-2012



20081001000676040 4/4

**Bk: DE5055 Pg: 160**

**EXHIBIT 1**  
**LEGAL DESCRIPTION**  
**Plats 1, 2 and 3 of Dove Meadows**

All of Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40 on page 305 and all of Dove Meadows Plat Two, according to the plat thereof recorded in Plat Book 41, on pages 357 and 358 of the St. Charles County Recorder of Deeds office and all of Dove Meadows Plat Three, according to the plat thereof recorded in Plat Book 45 on pages 174 through 176 of the St. Charles County Recorder's office.

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Bk: DE6108 Pg: 1445  
10/18/2013 11:00:02 AM 1/37

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: MKIMBLE \$129.00

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF DOVE MEADOWS**

**Date:** October 14, 2013

**Grantors:** Dove Meadows Homeowners Association, Inc., a Missouri nonprofit corporation, for itself and as duly authorized by more than two-thirds (2/3rds) of the Owners to act by and on behalf of the Owners of all Lots in Dove Meadows Plat One, recorded in Plat Book 40, pages 305-306, Dove Meadows Plat Two, recorded in Plat Book 41, pages 357-358, Dove Meadows Plat Three, recorded in Plat Book 45, pages 174-176, all in the office of the St. Charles County Recorder of Deeds, Harold Wallis and Ron Strasburg, not individually but as the Board of Governors of Dove Meadows, and McBride St. Charles, LLC, a Missouri limited liability company

**Grantors' Addresses:** Dove Meadows Homeowners Association, Inc.  
c/o Harold Wallis  
408 Spirit Drive  
Lake Saint Louis, MO 63367

Harold Wallis and Ron Strasburg  
Board of Governors Dove Meadows  
c/o Harold Wallis  
408 Spirit Drive  
Lake Saint Louis, MO 63367

McBride St. Charles, LLC  
16091 Swingley Ridge Road, Suite 300  
Chesterfield, MO 63017

BK. 3776 PG. 427



**Grantees:** Dove Meadows Homeowners Association, Inc., a Missouri nonprofit corporation, all owners of Lots in Dove Meadows Plat One, recorded in Plat Book 40, pages 305-306, all owners of Lots in Dove Meadows Plat Two, recorded in Plat Book 41, pages 357-358, and all owners of Lots in Dove Meadows Plat Three, recorded in Plat Book 45, pages 174-176, all in the office of the St. Charles County Recorder of Deeds, and McBride St. Charles, LLC, a Missouri limited liability company

**Grantees' Addresses:** Dove Meadows Homeowners Association, Inc.  
c/o Harold Wallis  
408 Spirit Drive  
Lake Saint Louis, MO 63367

McBride St. Charles, LLC  
c/o McBride & Son Homes, Inc.  
16091 Swingley Ridge Road, Suite 300  
Chesterfield, MO 63017

**Legal Description:** Lots 118 through 179 and all Common Properties shown on the plat of Dove Meadows Plat One, recorded in Plat Book 40, pages 305-306, Lots 1, 14 through 18, 78 through 117, 180 through 203 and all Common Properties shown on the plat of Dove Meadows Plat Two, recorded in Plat Book 41, pages 357-358, and Lots 2 through 13, 19 through 77 and all Common Properties shown on the plat of Dove Meadows Plat Three, recorded in Plat Book 45, pages 174-176, all in the office of the St. Charles County Recorder of Deeds.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF DOVE MEADOWS**

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**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF DOVE MEADOWS**

Dove Meadows Homeowners Association, Inc., a Missouri nonprofit corporation, for itself and as duly authorized by more than two-thirds (2/3rds) of the Owners to act on behalf of the Owners of all Lots in Dove Meadows Plat One, recorded in Plat Book 40, pages 305-306, all Lots in Dove Meadows Plat Two, recorded in Plat Book 41, pages 357-358, and all Lots in Dove Meadows Plat Three, recorded in Plat Book 45, pages 174-176, all in the office of the St. Charles County Recorder of Deeds, and Harold Wallis and Ron Strasburg, not individually but as the Board of Governors of Dove Meadows, and McBride St. Charles, LLC, a Missouri limited liability company, make and enter into this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dove Meadows (this "Declaration") effective as of October 14, 2013.

RECITALS:

A. First Construction of St. Charles County, Inc., a Missouri corporation ("First Construction"), Harold W. Burkemper ("Burkemper"), Eugene Horstmeier ("Horstmeier"), and James Gigliotti ("Gigliotti") made and entered into that certain Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows, County of St. Charles, State of Missouri, as of November 5, 2003, recorded in Book 3776, page 4274 of the office of the St. Charles County Recorder of Deeds (the "Original Declaration").

B. Burkemper, Horstmeier and Gigliotti were designated as the "Board of Governors" in the Original Declaration and given certain rights and responsibilities in the Original Declaration to govern the unincorporated homeowners association named The Dove Meadows Homeowners Association ("Original Dove Meadows Homeowners Association").

C. Pursuant to the terms of the Original Declaration, First Construction amended the Original Declaration to include and subject the additional property platted as Dove Meadows Plat Two, recorded in Plat Book 41, pages 357-358, and Dove Meadows Plat Three, recorded in Plat Book 45, pages 174-176, which amendments to the Original Declaration were respectively recorded in Book 5055, page 153 and Book 5055, page 157 of the Office of the St. Charles County Recorder of Deeds.

D. On or about September 2008, Burkemper, Horstmeier and Gigliotti resigned from the Board of Governors and Melissa Murphy ("Murphy"), Pat Hogan ("Hogan"), and David Jones ("Jones") were elected as the Board of Governors by the homeowners then living in Dove Meadows.

E. On November 17, 2008, Murphy, Hogan and Jones incorporated Dove Meadows Homeowners Association (the "Association") as a Missouri nonprofit corporation, with the intent that such corporation would act as the homeowners association for Dove Meadows.



F. At the time the Association was formed, the Original Declaration was not amended to provide that such incorporated association act as the homeowners association for Dove Meadows nor was the Board of Governors terminated.

G. Acorn 6B Duello Real Estate, LLC ("Acorn"), a Missouri limited liability company purchased all of the remaining lots in Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40, pages 305-306, all of the remaining lots in Dove Meadows Plat Two, according to the plat thereof recorded in Plat Book 41, pages 357-358, and all of the remaining lots in Dove Meadows Plat Three, according to the plat thereof recorded in Plat Book 45, pages 174-176, all in the Office of the St. Charles County Recorder of Deeds, owned by First Construction pursuant to a foreclosure sale conducted by BC Trustee Services, Inc., a Missouri corporation, successor trustee, on behalf of CADC/RADC Venture 2011-1, LLC, a Delaware limited liability company, the beneficiary under that certain Deed of Trust dated August 29, 2003, recorded September 22, 2003, in Book 3651, page 1711 in the Office of the St. Charles County Recorder of Deeds.

H. On May 13, 2013, Acorn conveyed the remaining lots owned by Acorn in Dove Meadows to McBride St. Charles, LLC (McBride"), a Missouri limited liability company, and simultaneously therewith, Acorn assigned all of its rights as Party of the First Part under the Original Declaration to McBride.

I. Harold Wallis ("Wallis") and Ron Strasburg ("Strasburg") are the current Officers and Directors of the Association and the current members of the Board of Governors.

J. The Association and two-thirds (2/3rds) or more of the Owners in Dove Meadows desire that McBride complete the construction of homes in the Dove Meadows Subdivision so that the subdivision may be completed and property values preserved.

K. Wallis and Strasburg, in their capacity as members of the Board of Governors and as directors of the Association, McBride and the Association, being duly authorized by in excess of two-thirds (2/3rds) of the owners of real property in Dove Meadows, desire to amend and restate the Original Declaration to facilitate the development of the Community and to insure compliance with the requirements and general purposes and objectives upon which Dove Meadows was established.

L. The parties to this Declaration have full power and authority to amend and restate the Original Declaration because the Board of Governors, as established under the Original Declaration and the requisite number of Owners under the Original Declaration have approved this Amended and Restated Declaration and authorized the Association to execute this Amended and Restated Declaration on behalf of all Owners in the Community.

M. This Declaration is not a condominium declaration, the Community does not constitute a "Condominium" as defined in Chapter 448 RSMo., as amended, and the Property (as hereinafter defined) now or hereafter subject to this Declaration shall not be subject to or governed by Chapter 448 RSMo., as amended.



N. All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions" are jointly and severally for the benefit of Builder and all persons who may purchase, hold or own from time to time any of the Property covered by this Declaration.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Dove Meadows Homeowners Associations, Inc., for itself and as duly authorized to act on behalf of all of the Owners in the Community by more than two-thirds (2/3rds) of the Owners of Lots in Dove Meadows Plat One, Dove Meadows Plat Two and Dove Meadows Plat Three, and Wallis and Strasburg, as the Board of Governors of Dove Meadows, hereby declare that the Original Declaration shall be amended and restated in its entirety and replaced with this Amended and Restated Declaration, and that all of the Property and each individual parcel thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated into the body of this Declaration.

## 1. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed thereto in Chapter 448 RSMo., as amended):

(a) "Adjustment/Variance" shall have the meaning ascribed thereto in Section 2(f).

(b) "Antenna" shall have the meaning ascribed thereto in Section 10(a)(xii).

(c) "Assessments" shall have the meaning ascribed thereto in Section 5(a).

(d) "Association" shall mean and refer to the Dove Meadows Homeowners Association, a Missouri nonprofit corporation, and its successors and assigns.

(e) "Board" shall mean the Board of Directors of the Association created pursuant to this Declaration. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors."

(f) "Builder" shall mean and refer to McBride St. Charles, LLC, a Missouri limited liability company and any third party designated in writing by McBride, its successors and assigns, if such successors or assigns acquire or succeed to ownership of all Lots then owned by McBride that have not been improved with a Single Family Dwelling for the purpose of constructing a Single Family Dwelling thereon, or if McBride or such successor Builder, expressly assigns its "Builder rights" hereunder to such assignee in writing.



(g) "Common Properties" shall mean and refer to those areas of real property and the improvements thereon owned by the Association, and all easements, licenses and other occupancy or use rights which the Association has in any portion of the Property, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of all of the Owners of the Lots, including, without limitation:

- (i) parks, open spaces, playgrounds, streets, parking areas within the Common Properties, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems, and other facilities for the benefit in common of the Owners;
- (ii) all sanitary and storm sewer facilities, including all detention and retention basins, and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, and cable television wires, as located in any utility easements on a recorded plat in the St. Charles County Recorder of Deeds, excepting those utilities located within a Lot (unless or until such time that any of the foregoing facilities are accepted for maintenance by a Governmental Body);
- (iii) all apparatus and installations, now or hereafter, erected on the Common Properties and intended for common use;
- (iv) any auxiliary buildings, recreational facilities (if any) and other structures which may, at any time, be erected on the Common Properties and which are intended for common use; and
- (v) all streets until such time as they have been dedicated to and accepted by the County of St. Charles or other applicable Governmental Body.

Common Properties shall not include any item that solely serves a particular Lot or Single Family Dwelling. Nothing contained in this definition shall be deemed a representation that any of the enumerated facilities or improvements are or will be included in the Community or constructed on the Common Properties.

(h) "Community" shall mean the residential subdivision known as "Dove Meadows" created pursuant to the Plat.

(i) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time-to-time.



(j) "Encroachment" shall have the meaning ascribed thereto in Section 2(f).

(k) "Governmental Body" shall mean any governmental or quasi-governmental authority, including any federal, state, county, city, town, village, district, administrative, or municipal government, agency, branch, department, or other entity.

(l) "Interest Rate" shall have the meaning ascribed thereto in Section 5(g).

(m) "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Property (with the exception of the Common Properties as herein defined) that one improved or are to be improved with a Single Family Dwelling.

(n) "Member" shall have the meaning ascribed thereto in Section 3(a).

(o) "Mortgage" and "Mortgagee" shall mean and refer to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(p) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Builder where applicable, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has validly acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(q) "Permittees" shall have the meaning ascribed thereto in Section 2(b).

(r) "Plat" shall mean and refer to Dove Meadows Plat One, Dove Meadows Plat Two and Dove Meadows Plat Three.

(s) "Property" shall mean and refer to that certain real property as Lots 118 through 179 and all Common Properties shown on the plat of Dove Meadows Plat One, recorded in Plat Book 40, pages 305-306, Lots 1, 14 through 18, 78 through 117, 180 through 203 and all Common Properties shown on the plat of Dove Meadows Plat Two, recorded in Plat Book 41, pages 357-358, and Lots 2 through 13, 19 through 77 and all Common Properties shown on the plat of Dove Meadows Plat Three, recorded in Plat Book 45, pages 174-176, all in the office of the St. Charles County Recorder of Deeds.

(t) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

## **2. EASEMENTS AND PROPERTY RIGHTS**

(a) Every Owner and every resident of the Property subject to this Declaration shall have a right and easement of enjoyment in and to the Common



Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against liens, foreclosure, and the acquisition of rights therein by the public and other third parties;
- (ii) The right of the Directors to promulgate rules and regulations governing the use of the Common Properties;
- (iii) The right of the Directors to suspend the voting rights and rights to use of any recreational facilities situated on the Common Properties by any owner or resident (A) for any period during which any Assessment remains unpaid, and (B) for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;
- (iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors;
- (v) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any Governmental Body or utility company subject to such conditions as may be reasonably necessary for the development of the Community. No conveyance or transfer of fee title to all or any of the Common Properties to any party other than a Governmental Body or utility company shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of Members at a meeting of the Members or consented to in writing and signed by Members holding at least eighty percent (80%) of the voting power pursuant to Section 6(h) hereof. The Directors may dedicate or transfer the streets and cul-de-sacs to St. Charles County or other applicable Governmental Body and grant easements over or otherwise affecting the Common Properties to any party at their sole discretion;
- (vi) The right of the Builder or other builder-developers, with consent of the Directors, to utilize the Common Properties for promotional purposes until development and sale of each Lot is complete;



- (vii) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang any Common Properties, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties; and
- (viii) The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Property.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community and, at the discretion of the Board of Directors, may also be used by residents outside the Community ("Permittees"). If such Permittees are permitted to use the Common Properties:

- (i) No Owner shall be denied the use of the Common Properties for any reason related to the extension of such privilege to the Permittees;
- (ii) All rules and regulations promulgated pursuant to this Declaration with respect to the Owners shall be applied equally to the Owners;
- (iii) All rules and regulations promulgated pursuant to this Declaration with respect to the Permittees shall be applied equally to the Permittees; and
- (iv) At any time after recording of this Declaration, a majority of the Owners, by election duly called, may elect to allow or disallow usage of the Common Properties by Permittees.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

(d) In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility provider, the Owner of a Lot being served, and the contractors and employees of such provider or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the



purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(f) Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement or to trim such overhanging or encroaching planting or tree. Should any portion of any Single Family Dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot ("Encroachment"), the Directors are hereby appointed as agent and attorney-in-fact (coupled with an interest) for and on behalf of each of the Owners affected by the Encroachment and may petition the proper authorities for a boundary line adjustment or request such variance as may be necessary ("Adjustment/Variance") to allow for said Encroachment and the Directors, as agent and attorney-in-fact, may also execute and file of record such easement or other necessary documents of record on behalf of each Owner to effectuate such Adjustment/Variance granted upon the determination and payment of reasonable compensation, if any, to the Owner affected by such change to be paid from funds assessed against the Owner benefiting therefrom. All Owners shall be bound by any resulting Adjustment/Variance granted.

(g) There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the Lots on which they are located and the Lots to which they provide access from a street. Those easements are to be held by the respective Owners of each of those Lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the Lot owned by each of those Owners. The Owners of each of those Lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such Owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days' written notice by the Directors to each Owner, the Directors may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each Lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such Lot. Said charge shall be enforceable in the same manner as herein provided in Section 5 hereof.

(h) There shall be and hereby is imposed a non-exclusive perpetual easement fifteen (15) feet in width along the rear lot lines and four (4) feet in width along the side lot lines of all Lots for sump pump drainage purposes. Without limiting the generality of any other provision of this Declaration, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and is hereby granted easements in gross for ingress to and egress from such sump pump drainage easements and as otherwise required to perform the foregoing.



(i) There shall be and hereby is imposed a non-exclusive perpetual easement ten (10) feet in width along the rear lot line of all Lots for the construction and placement of a sight-proof privacy fence not to exceed six (6) feet in height as may be deemed necessary by the Builder of a Single Family Dwelling on said Lot for privacy screening and aesthetic improvement to the Community.

(j) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Directors and the Association, their agents, successors and assigns, for ingress and egress to perform their obligations and duties as required by this Declaration as well as all maintenance, repair and other tasks which the Directors and Association have the right or discretion to perform hereunder. Should it be necessary on a non-emergency basis, to enter upon a Lot in order to maintain, service, improve, repair or replace any Common Properties, the exterior of any Single Family Dwelling, or any other item required or permitted to be maintained by the Association hereunder, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association signed by one of the members of the Board of Directors or an agent of the Board of Directors. The Association shall specifically have the authority to enter any Lot, on an emergency basis, for the purposes of repairing, maintaining, servicing or replacing the sewers, other utilities, pipes and wires within or upon any Lot which serves another Single Family Dwelling or Lot, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any Lot without an order from the Association shall only occur if the Owner is not present or reasonably available at the time such emergency occurs.

(k) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Builder, its successors and assigns, for access, ingress and egress to exercise such rights or perform such obligations as may be imposed upon Builder, its successors and assigns, by this Declaration or by any Governmental Body, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such Governmental Body.

### **3. CREATION OF ASSOCIATION**

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association (a "Member"). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have one class of voting membership and all Owners, including each Builder, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.



#### 4. DURATION

(a) The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon each Builder, each Owner and the Association and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3rds) of such Owners entitled to vote at a meeting of the Association, or the consent given in writing by Owners holding at least eighty-percent (80%) of the voting power, pursuant to Section 6(h) hereof, may terminate the Declaration or release all of the Property restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same of record in the Office of the Recorder of Deeds of St. Charles County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

(b) In the event the Subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common and shall dissolve the Association pursuant to the vote of the Members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot following such vacation shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties regardless of whether such ownership is expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated. Any interest in real property which may vest at any time in the future as a result of this Declaration shall vest, if at all, within the longer of (i) 21 years after the death of the last to survive of the now living descendants of George H. W. Bush, 41<sup>st</sup> President of the United States of America, or (ii) such longer vesting period as is allowed by law.

#### 5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Builder, for each Lot owned by Builder within the Property and each owner for each Lot owned by such Owner within the Property, hereby covenant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Sections 5(d) and 5(e) below, and (iii) for any Lot not containing a Single Family Swelling thereon as of the date of this Declaration, a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single



Family Dwelling has been constructed upon such Lot in the amount of \$300.00 for purposes of providing working capital for the Association; such assessment to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectable and enforceable in accordance with this Section 5 (all such assessments and charges being sometimes herein collectively referred to as "Assessments").

(b) Any and all Assessments, as provided in this Section 5, together with interest thereon at the Interest Rate and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such Assessment is made, which shall bind such Lot and its Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to Assessments which become delinquent thereafter, together with interest thereon and costs of collection thereof as hereinafter provided. Further recording of a claim for Assessment under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such Assessments, interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Notwithstanding anything herein to the contrary, the lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage and nonpayment of any such Assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot or improvements thereon shall not be required to collect, retain or escrow any Assessments as referenced hereinabove.

(c) The Assessments levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property or for maintaining the market value of the Property and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and required, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) (i) As indicated in Section 5(a) above, in addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the



- provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by Members holding at least eighty percent (80%) of the voting power, pursuant to Section 6(k) hereof, or the approving vote of two-thirds (2/3rds) of the vote of Members who are voting, in person or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, 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.
- (ii) In addition to other special assessments authorized by this Subsection (d), the Directors may make a separate special construction, operation, maintenance, repair and replacement of sewer systems and creeks and other storm water control easements and facilities including, but not limited to, retention and detention ponds. The special assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate Governmental Body or utility company.
- (iii) In addition to other special assessments authorized by this Subsection (d), the Directors may also make a separate special assessment pursuant to this subparagraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of St. Charles County. Specifically, but not by way of limitation, the Board of Directors may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.
- (iv) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

- (v) The Directors are hereby authorized to make and collect a special annual assessment for maintenance of storm water facilities until such time as all storm water sewers and facilities are dedicated to and accepted by St. Charles County or its successors or assigns or other applicable Governmental Body or sewer company.

(e) In addition, the Directors may levy a special assessment or charge against any Owner and any Lot(s) for all costs and expenses incurred, including costs of collection, interest, attorneys' fees and other associated costs for purposes of (i) making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make after notice from the Board or which the Association or Board has the duty or right to make, (ii) for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants or (iii) removal of unapproved or unauthorized signage erected anywhere on the Property. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

- (i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots. The amount of the annual assessment shall not exceed \$200.00 per assessment year. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given



to each Owner and payment shall be made as directed by the Directors in such notice.

- (ii) Subject to requisite Member approval as set forth herein, special assessments shall be made by the Directors upon at least thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.
- (iii) Any Assessment imposed by the Association, with the exception of a special assessment levied under Section 5(e) hereof, shall be equitably divided among all Owners on the basis of an equal amount allocated to each Lot.
- (iv) Notice of any Assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Charles County or any applicable municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.
- (v) The failure or delay of the Directors to prepare or serve any budget or any Assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such Assessment whenever the same shall be made, and in the absence of any annual assessment or supplemental annual assessment, the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any Assessment is not paid within thirty (30) days after the delinquency date, such Assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law (the "Interest Rate"), and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Declaration shall be exempt from the Assessments and liens created herein:

- (i) All Common Properties.
- (ii) All properties exempt from taxation under the laws of the State of Missouri.

- (iii) All Lots owned by any Builder or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for construction of a Single Family Dwelling thereon or resale).
- (iv) Any Lot subsequently added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.
  - (i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.
  - (j) The liability for an Assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the Assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.
  - (k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the Assessments provided for herein.
  - (l) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.
  - (m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.
  - (n) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

**6. SELECTION OF DIRECTORS, MEETINGS OF OWNERS**

(a) The Original Declaration designated Harold Burkemper, Jim Gigliotti and Eugene Horstmeier as the Board of Governors. Although the Owners have been managing the Subdivision through the Association, the Owners have not taken action to terminate the Board of Governors through any amendment of the Original Declaration. Wallis and Strasburg are currently the Board of Governors. The Board of Governors is hereby terminated and replaced with the Board of Directors of the Association.

(b) The Board of Directors of the Association shall consist of three (3) members (each a "Director" and collectively the "Directors"). In the event that the provisions of this Declaration cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may petition the St. Charles County Circuit Court (and the Circuit Court shall have the right and power) to appoint or cause to be appointed a director to fill the vacancy during said interim ("Interim Director"). Any Interim Director who is not an Owner shall receive a



reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Declaration.

(c) There shall be an annual meeting of the Association to be held on the first Saturday of March of each year during the term of this Declaration, said meeting to be held at a convenient place in the County of St. Charles, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Charles. No less than ten (10) days' notice in writing to each Member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. At any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any Member who has failed to pay any Assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy all of the rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor to carry out the duties of such Director for the remainder of such Director's term. Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) Director to serve as President, one (1) Director to serve as Secretary, and one (1) Director to serve as Treasurer, until the time of the next following annual meeting. In the absence of the President, the Secretary shall assume executive leadership. In the absence of the President and Secretary, the Treasurer shall assume executive leadership.

(d) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the Multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once

the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership or limited liability company, if an Owner, shall act through a partner or member or manager, as applicable, as designated by the partnership or company in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote.

(e) All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership, limited liability company or trust, then any partner, officer, director, member, manager, employee or agent of such corporation, partnership or company or trustee of such trust may be a Director.

(f) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the Members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of Members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

- (i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or
- (ii) Take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

(g) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(h) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is



required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

#### **7. RESERVATION OF EXPENDITURES**

The Builder reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Builder further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Property.

#### **8. ARCHITECTURAL CONTROL**

(a) From and after such time as a Lot becomes subject to assessment as provided herein, the Owner thereof shall not cause or allow any (i) building, fence, wall, driveway or other structure or improvement of any sort to be commenced, erected or maintained thereon; (ii) exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon to be made; or (iii) change in grade or slope thereof, until all plans and specifications showing (as applicable) the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, entrances and driveways, and configuration of all improvements upon such Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to any Builder. With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of not less than three or more than five Owners to review all proposed construction and submit non-binding recommendations of approval or disapproval of the same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The Owner shall bear the responsibility for the maintenance of any Owner-constructed improvement authorized under this Section 8.

(b) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties. All additions, alterations and improvements to or on the Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association; and all additions, alterations and improvements to or on the Lots shall not cause any increase in the premiums of any insurance policies carried or by the Owners of any Lots other than those requesting or approving such change.

#### **9. ASSOCIATION DUTIES AND POWERS**

The Association, acting by and through the Directors, shall have the following rights, powers, duties and obligations:



(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Property, to grant such easements and rights-of-way over the Common Properties to such utility companies or Governmental Bodies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way within the Community that have not been accepted for maintenance by an applicable Governmental Body or utility company, as is necessary to maintain, repair, supervise and insure the proper use thereof, including the right (for the Association and others to whom the Association may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-way, any of the following: street lights, sewers, pipes, poles, wires and other facilities and utilities for service to the Lots.

(d) To establish traffic regulations for the use of the streets, drives and walkways in the Community, and to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control facilities, including lakes and other retention areas, serving any portion of the Property, which have not been accepted for maintenance by an applicable Governmental Body or utility company.

(e) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(f) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an applicable public entity and to grant easements to any party over or otherwise affecting Common Properties.

(g) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(h) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected Lot in the Community, and to charge the Owner of such Lot with the reasonable



expense so incurred, which shall be a lien against such Lot and the improvements thereon. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(i) At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Builder, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Property, and for any Owners, or Owners' principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, and each of Owners' principals, shareholders, partners, agents, family members, licensees, invitees and guests, hereby releases and holds harmless the Builder (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Property.

(j) To enter into contracts, employ agents and other employees as the Directors deem necessary or advisable in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, and to employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

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

(1) With regard to all property, real, personal or mixed, owned or held by the Association, the full and unqualified right, power and authority to:

- (i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Association's powers and duties hereunder, including the construction of improvements.
- (ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.
- (iii) Borrow money, including making a permanent, temporary or, construction loan; make and execute promissory notes or incur liabilities and obligations with respect thereto; and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party



could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto is repaid.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with such property, in all respects, limited only as provided in this Declaration or by law.

(m) In the event it becomes necessary or desirable for any Governmental Body to acquire all or any part of the Common Properties for any public purpose, the Directors are hereby authorized to negotiate with such Governmental Body for such acquisition and to execute such instruments as may be necessary for conveyance to such Governmental Body subject to the provisions of Section 2(a)(v). Should acquisitions of Common Properties by eminent domain become necessary, only the Association need be made a party, and subject to the reservation by Builder, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Association for the benefit of the Owners of the Lots subject hereto.

(n) The Association shall deposit Association funds in a state or national bank protected by the Federal Deposit Insurance Corporation.

(o) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Association and the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(p) Notwithstanding any other condition herein, the Association shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Charles County, Missouri, and any other Governmental Body of which the Property may become a part. Specifically, and not by way of limitation, the Association shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted for maintenance by a Governmental Body or utility company.

(q) At the discretion of the Directors, the Association may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and any related concessions, for the benefit of the Owners and residents of the Property.

(r) The Association, with approval from applicable Governmental Bodies, shall have the power to erect ornamental entrance monuments on the street corners or median within the street right-of-way and adjacent easements as may be shown on any



recorded subdivision plat of the Property. The Association shall have the duty to maintain and repair such monuments, together with all related equipment, utility facilities and landscaping. If the Association receives written notice from St. Charles County, Missouri or other applicable Governmental Body that is required to remove or modify the entry monuments, then the Association shall within thirty (30) days of receipt of such notice, either (i) take the action requested by such Governmental Body; or (ii) file and prosecute any legal or equitable challenges thereto that the Directors deem appropriate.

(s) The Association may remove any signage erected or constructed anywhere within the Property which signage was not approved by the Directors and is not otherwise specifically allowed hereunder.

## **10. USE RESTRICTIONS**

(a) The following restrictions shall apply to all portions of the Property, and Builder, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, and their grantees, lessees, successors and assigns, covenants that:

- (i) No building or structure shall be used for a purpose other than that for which the building or structure was originally constructed. No residence, other than one Single Family Dwelling, may be constructed on each Lot.
- (ii) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the conduct of promotional activities by the Builder, or any successor builder- developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.
- (iii) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that is or may become a nuisance or annoyance to the neighborhood.
- (iv) Each Owner shall maintain and keep his or her Lot in good order and repair.
- (v) No horses, rabbits, fowl, poultry, cattle or livestock of any kind, including sheep, goats or any other farm animal shall be brought onto or kept on any portion of the Property. An Owner may have no more than four (4) total animals within the following categories: dogs, cats, hamsters, gerbils, parakeets, canaries, or other typical type house pets. No more than four (4) aquariums may be kept or maintained by an Owner. No pet with vicious properties shall be permitted. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.



- (vi) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Builder or by successor builder-developers in connection with the development of the Property and the sale, rental, or construction of improvements on the Lots.
- (vii) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. No outbuildings, detached garages, shacks or structures whether of temporary character or not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Property. Sheds may be constructed and maintained on any Lot. All sheds must meet the following criteria:
- (A) No shed shall exceed the dimension of 10' wide x 12' deep x 12' high (at peak height), and the color of the roof and siding should match the existing house color as close as possible.
- (B) All sheds must be either gable or barn style.
- (C) Sheds constructed of aluminum, steel or other metal materials are prohibited. No metal roofs are permitted on sheds.
- (D) All sheds must be approved by the Board of Directors pursuant to the provisions of Section 8 of this Declaration.
- (viii) No clothesline, above-ground swimming pool or inground swimming pool shall be allowed, constructed or placed upon any Lot in any portion of the Property without the prior written approval of the Directors.
- (ix) (A) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material and height, and the decision of the Directors to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Properties or (ii) affect or limit the rights of Builder to erect privacy fences pursuant to Section 2(i) hereof. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.
- (B) The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the



satisfaction of the Directors that strict adherence to such standards and requirements would (i) create an undue hardship on the applicant; and (ii) approval would be in the best interests of the subdivision, in which case the Directors are authorized to approve fencing which does not strictly conform to the following requirements:

- (1) Maximum height for full perimeter fencing shall be forty-eight inches (48");
- (2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be run the full perimeter of the yard and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors;
- (3) All fencing shall be:
  - (a) Wrought iron or aluminum simulated wrought iron; or
  - (b) Picket style made of wood or vinyl;
- (4) All fencing shall be made only of the following materials:
  - (a) Wrought iron or aluminum simulated wrought iron; or
  - (b) Cedar, redwood or wolmanized (treated wood) or vinyl.
- (5) Cedar, redwood, wolmanized (treated wood) or vinyl board fencing may have a picket width up to a maximum of six inches (6"). The minimum open space between pickets must be three inches (3") regardless of the picket width;



- (6) All fences shall be installed with the good side facing out;
- (7) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof;
- (8) All wood fences shall remain in their natural state, that is, they cannot be painted a color; however, wood fences may be treated with wood stain, so long as the wood stain is of a natural color;
- (9) The Directors may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Directors' discretion to comply with all laws and code and to prevent hardship;
- (10) All fence posts shall be anchored in a base of concrete at least one foot six inches (1'6") into the soil;
- (11) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Directors, a six foot (6') privacy or "shadow box" fence may be constructed on a Lot;
- (x) Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Builder, its successors or assigns from developing the Property and building residences and selling the same.
- (xi) No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to Section 8 hereof.
- (xii) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Property except with the prior written approval of the Directors. The Directors or their designated committee shall approve an application for the installation of an Antenna only upon the following conditions:
- (A) No more than one Antenna shall be allowed per Lot.



- (B) The Antenna shall be for the personal use of the Owner or resident.
- (C) The Antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot or the neighboring Lots. The Directors may require, in their sole discretion, that certain tests be performed on the Antenna at the expense of the Lot Owner at any time before or after the installation of the Antenna.
- (D) All installations must comply with applicable local zoning requirements and building codes.
- (E) The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an Assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available to it at law or in equity.
- (F) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable license issued by the Directors to the Lot Owner and such Owner's successors, which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.
- (xiii) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a final recorded subdivision plat.
- (xiv) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of five (5) tons, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport on any Lot for more than seventy two (72) hours without prior written approval of the Board of Directors, nor shall they or any motor vehicle of any type or description (including motorcycles and motor scooters) be parked for any time on the unpaved portion of any Lot or on any street "overnight." For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M.



(xv) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in a place that is in view from the street, but shall be kept secured within the improvements located on each Lot, or placed such that the receptacle cannot be seen from the street; provided that after sunset on the date that is one (1) day before the day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements or appropriate enclosure for each Lot prior to sundown of the day designated for trash pick-up.

(A) Trash receptacles may be stored either in the enclosures on a Lot, or within an enclosing screen. Screening with building materials such as brick, wood or vinyl may be used with height and width of the screening no wider or taller than necessary to conceal the trash receptacle. Material or color used should be in keeping with the materials or color scheme of the Single-Family Dwelling.

(B) Trash receptacles may be placed out for trash collection after sundown on the day before the day designated for trash pick-up.

(xvi) All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Builder or any subsequent builder or developer or by a contractor hired by the Association. No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.

(xvii) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property for a period of longer than twenty-four (24) hours. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Common Properties or the Lots other than in an enclosed garage.

(xviii) No activity shall be conducted or permitted on the Common Properties which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have



the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Properties under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

- (xix) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.
- (xx) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the St. Charles County Department of Highways and Traffic and other applicable Governmental Bodies.
- (xxi) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic.
- (xxii) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure on the Property approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.
- (xxiii) All driveways serving Single Family Dwellings shall be concrete. The Owners must keep such driveways in good repair and in their natural color. The Board may require a driveway to be replaced if the Owner of the Single Family Dwelling has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the Owner shall reimburse the Association for such expenses. If the Owner fails to promptly reimburse the Association for such expenses, the Association may place a lien against the Owner's Lot in accordance with Section 5.
- (xxiv) No Single Family Dwelling may be constructed on any Lot which has a floor area of less than the following minimum requirements: (A) 1,300 square feet for a single-story Single Family Dwelling; (B) 1,600 square feet for a one and one-half story Single Family Dwelling; and (C) 1,700 square feet for a two-story Single Family Dwelling.

Notwithstanding any previous provision hereof to the contrary, any improvement or structure existing on the date of this Declaration which is prohibited by the Declaration shall be considered a "Non-Conforming Use". Non-Conforming Use(s) shall be permitted provided they comply with the following:



The Non-Conforming Use was permitted and properly constructed pursuant to the Original Declaration; and

Such Non-Conforming Use shall not be expanded, enlarged or altered except to perform routine maintenance.

## 11. **LEASES**

Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (A) the Rules and Regulations; (B) the Declaration as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Directors' approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Association shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Missouri. The Directors and the Association shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease or the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of one (1) year.

(e) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.

## 12. **GENERAL PROVISIONS**

(a) Successor Developers. Any subsequent builder or developer shall be responsible in the same manner as Builder with respect to that portion of the Property developed by said builder/developer for construction of all major improvements, and the establishment and conveyance of Common Properties.



(b) Miscellaneous. The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the Interest Rate provided in Section 5(g) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner and such Owner's heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration.

(c) Amendment of Declaration. So long as Builder owns a Lot, Builder shall have the right to veto any amendment, rule or regulation that would amend, modify or change any terms or provisions of this Declaration applicable to Builder, including without limitation, the exemption from Assessments and review and exemption from the plan approval requirements of Section 8. Subject to the aforesaid veto right and the requirements of Section 4, this Declaration and any part thereof may be altered or amended, and new burdens or restrictions on Owners and Lots may be added, by a written agreement approved by the vote of two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power pursuant to Section 6(1c) hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for St. Charles County, Missouri, shall become a part of the provisions and restrictions of this Declaration. No amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) Assignment of Builder Rights. In connection with the sale of all or part of the Property subject to this Declaration, Builder shall have the right to assign to such purchaser the rights herein reserved or granted to Builder.

(e) Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Charles County or any appropriate municipality for each Owner.



(f) Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(g) Continuation of Builder's Development Rights. The Builder and successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to a Builder under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Property until such development is completed. The Directors shall not interfere with the orderly development of the Property or the rights of Builder in such development. It is the intent of this provision that subject to the rights of each Builder under this Declaration, Directors shall exercise (independent of Builder control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters under their exclusive control. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Builder; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Builder. Prior to the date Builder has sold all of the Lots in the Property, the Common Properties shall be operated at the times (both as to hours and days) and kept in good working order and repair, free from any debris or weeds and otherwise kept in a first class manner. The provisions of this Subsection may not be modified or amended without the written consent of Builder so long as Builder or any successor builder-developer owns any Lot in the Property.

(h) Headings. The captions and headings of this Declaration are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) FHA/VA Restrictions. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration to the extent such agency(ies) insure, guaranty, or hold any debt secured by a mortgage, deed of trust or other security interest encumbering a Lot and such consent is required by such agency(ies): Annexation of additional properties, dedication of additional Common Properties, and amendment of this Declaration.

(j) No Forfeiture of Builder's Rights. Any exercise or enforcement by Builder of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Builder's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(k) Recitals and Exhibits. Each recital set forth and exhibit referenced in this Declaration is incorporated herein and is a part of this Declaration.



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

DOVE MEADOWS HOMEOWNERS ASSOCIATION, INC., For Itself and as Duly Authorized, By and on Behalf Inc., All of the Owners of All Lots In Dove Meadows

McBRIDE ST. CHARLES, LLC a Missouri limited liability company By: McBride & Son Acquisitions, Managing Member

By: Harold Wallis  
Harold Wallis, President

By: Jeff Schindler  
Jeff Schindler, Authorized Agent

BOARD OF GOVERNORS

Harold Wallis  
Harold Wallis

Ron Strasburg  
Ron Strasburg

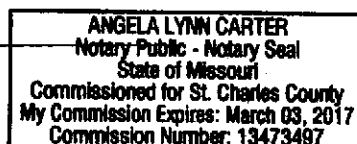
STATE OF MISSOURI )  
COUNTY OF St. Louis ) SS

On the 17<sup>th</sup> day of October, 2013, before me appeared Harold Wallis, to me personally known, who, being by me duly sworn, did say that he is the President of Dove Meadows Homeowners Association, Inc., a Missouri nonprofit corporation, and that the corporation has no seal, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Harold Wallis acknowledged said instrument to be the free act and deed of said corporation.

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

Angela Lynn Carter  
Notary Public

My term expires: \_\_\_\_\_





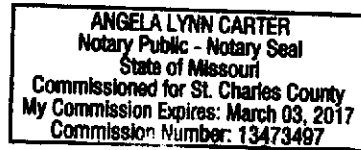
STATE OF MISSOURI )  
 ) SS  
COUNTY OF St. Louis )

On the 17<sup>th</sup> day of October, 2013, before me personally appeared Harold Wallis, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Angela Lynn Carter  
Notary Public

My term expires: \_\_\_\_\_



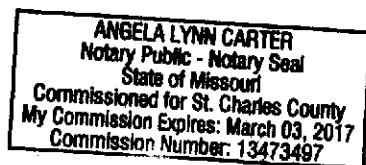
STATE OF MISSOURI )  
 ) SS  
COUNTY OF St. Louis )

On the 17<sup>th</sup> day of October, 2013, before me personally appeared Ron Strasburg, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Angela Lynn Carter  
Notary Public

My term expires: \_\_\_\_\_





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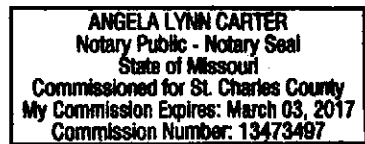
STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS ) SS  
 )

On the 14<sup>th</sup> day of October, 2013, before me appeared Jeff Schindler, to me personally known, who, being by me duly sworn, did say that he is an Authorized Agent of McBride & Son Acquisitions, Inc., Manager Member of McBride St. Charles, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said company, by authority of its Members; and said Jeff Schindler, acknowledged said instrument to be the free act and deed of said company.

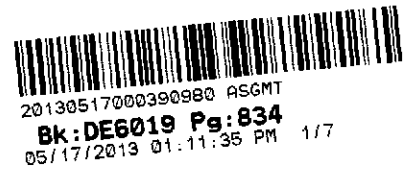
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Angela Lynn Carter  
Notary Public

My term expires: 3/3/17



7-39  
L-607  
S-203



CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY: PG00DRICH \$39.00

Space Above Line Reserved for Recorder's Use

*100-12-125980*

- 1. **Title of Document:** Assignment of the Party of the First Part's Rights
- 2. **Date of Document:** May 13, 2013
- 3. **Assignor(s):** Acorn 6B Duello Real Estate, LLC
- 4. **Assignee(s):** McBride St. Charles, LLC
- 5. **Statutory Mailing Address(es):**
  - Assignor:**  
4675 MacArthur Ct, Ste. 1550  
Newport Beach, CA 92660
  - Assignee:**  
16091 Swingley Ridge Road, Suite 300  
Chesterfield, MO 63017
- 6. **Legal Description:** See Exhibit A attached hereto. *pgs 6 & 7*
- 7. **Reference(s) to Book(s) and Page(s):** Book 3776 page 427

*90*  
Benchmark Title, LLC  
457 Sovereign Ct  
Ballwin, MO 63011

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Assignment of Party of the First Part Rights. In the event of a conflict between the provisions of the attached Assignment of Party of the First Part Rights and the provisions of this cover page, the attached Assignment of Party of the First Part Rights shall prevail and control.



**Assignment of Party of the First Part's Rights**

This Assignment of the Party of the First Part's rights ("**Assignment**") is made this 13<sup>th</sup> day of May, 2013, by and between ACORN 6B DUELLO REAL ESTATE, LLC, a Missouri limited liability company, having an address of 4675 MacArthur Ct., Ste. 1550, Newport Beach, CA 92660 ("**Assignor**"), and McBRIDE ST. CHARLES, LLC, a Missouri limited liability company, having an address of 16091 Swingley Ridge Road, Suite 300, Chesterfield, MO 63017 ("**Assignee**").

1. **Declaration.** This Assignment pertains to that certain Declaration of Restriction and Indenture Creating Homeowners Association and Establishing Restrictions for Dove Meadows in St. Charles County, Missouri, recorded on February 5, 2004, at Book 3776, page 427 of the St. Charles County, Missouri Records and amended by that certain Amendment recorded on October 1, 2008, at Book 5055, page 153 and that certain Amendment recorded on October 1, 2008, Book 5055, page 157 (the "**Declaration**"). The Declaration relates to certain real property in Dove Meadows, a Subdivision in St. Charles County, Missouri and further described on the attached Exhibit A. Certain property in Dove Meadows is being purchased by Assignee and is described on the attached Exhibit B. Assignor is currently the "Party of the First Part" under the Declaration.

2. **Assignment.** For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor, hereby grants, transfers and assigns to Assignee the entire right, title, interest, power and authority of Assignor as "Party of the First Part" under the Declaration.

3. **Acceptance.** Assignee hereby accepts the foregoing assignment of Assignor's right, title, interest, power and authority as "Party of the First Part" under the Declaration.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. **Entire Agreement.** This Assignment constitutes the entire agreement between the parties. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, through their respective authorized officers, have executed this Assignment on the day and year first above written.

**Assignor:**  
ACORN 6B DUELLO REAL ESTATE, LLC,  
a Missouri limited liability company.

By: \_\_\_\_\_  
R. Patterson Jackson, Chief Executive Manager

**Assignee:**  
McBRIDE ST. CHARLES, LLC  
a Missouri limited liability company  
By: McBride & Son Acquisitions, Inc.,  
Managing Member

By: Michael D. Arri, Treasurer  
Michael D. Arri, Treasurer



**Assignment of Party of the First Part's Rights**

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2. **Assignment.** For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor, hereby grants, transfers and assigns to Assignee the entire right, title, interest, power and authority of Assignor as "Party of the First Part" under the Declaration.


3. **Acceptance.** Assignee hereby accepts the foregoing assignment of Assignor's right, title, interest, power and authority as "Party of the First Part" under the Declaration.

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IN WITNESS WHEREOF, the parties hereto, through their respective authorized officers, have executed this Assignment on the day and year first above written.

**Assignor:**  
ACORN 6B DUELLO REAL ESTATE, LLC,  
a Missouri limited liability company.

By:   
R. Patterson Jackson, Chief Executive Manager

**Assignee:**  
McBRIDE ST. CHARLES, LLC  
a Missouri limited liability company  
By: McBride & Son Acquisitions, Inc.,  
Managing Member

By:   
Michael D. Arri, Treasurer



20130517000390980 4/7

Bk: DE6019 Pg: 837

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of May, 2013, before me, a Notary Public in and for said state, personally appeared R. Patterson Jackson, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the Chief Executive Manager of ACORN 6B DUELLO REAL ESTATE, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

[SEAL]

My appointment expires:  
\_\_\_\_\_

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

On this 13th day of May, 2013, before me, a Notary Public in and for said state, personally appeared Michael D. Arri, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the Treasurer of McBride & Son Acquisitions, Inc., Managing Member of McBRIDE ST. CHARLES, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said limited liability company.



Robin Pecher  
Notary Public  
Printed Name: Robin Pecher

[SEAL]

My appointment expires:  
\_\_\_\_\_



20130517000390980 5/7  
Bk: DE6019 Pg: 838

State of California )  
County of Orange )

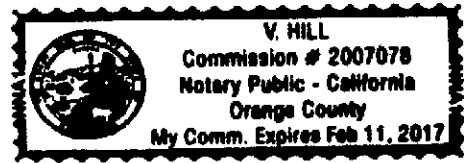
On MAY 10 2013, before me, V. Hill, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature *V Hill*

(SEAL)



RECORD AS IS



20130517000390980 6/7

**Bk:DE6019 Pg:839**

EXHIBIT A

LEGAL DESCRIPTION

Plats 1, 2 and 3 of Dove Meadows

All of Dove Meadows Plat One, according to the plat thereof recorded in Plat Book 40 on page 305 and all of Dove Meadows Plat Two, according to the plat thereof recorded in Plat Book 41, on pages 357 and 358 of the St. Charles County Recorder of Deeds office and all of Dove Meadows Plat Three, according to the plat thereof recorded in Plat Book 45 on pages 174 through 176 of the St. Charles county Recorder's office.

6



20130517000390980 717

**Bk:DE6019 Pg:840**

EXHIBIT B

Lot 175 of Dove Meadows Plat One, a Subdivision in the County of St. Charles, State of Missouri, according to the plat thereof recorded in Plat Book 40, Page 305, of the St. Charles County Records;

Lots 14, 94, 96, 97, 98, 180, 185 and 199 of Dove Meadows Plat Two, a Subdivision in the County of St. Charles, State of Missouri, according to the plat thereof recorded in Plat Book 41, Page 357, of the St. Charles County Records; and

Lots 5, 6, 7, 8, 10, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 68, 69, 70, 71, 73, 74, 75, 76 and 77 of Dove Meadows Plat Three, a Subdivision in the County of St. Charles, State of Missouri, according to the plat thereof recorded in Plat Book 45, Page 174, of the St. Charles County Records.