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Instrument Title:

Amended Bylaws and Declaration of Covenants, conditions, and restrictions for the Wyndham Meadows Homeowners Association, a Missouri Not For Profit Corporation, formerly known as Dardenne Estates.

Date of Instrument:	January 19, 2006
Grantor(s):	Wyndham Meadows
Grantee(s):	Wyndham Meadows
Grantee's Mailing Address:	3023 Hwy K, P.O. Box 512, St. Charles, MO 63304
Legal Description:	N/A
Book(s) and Page(s) Affected:	Book 2194, Page 1186 and Book 2392, Page 253

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These BYLAWS AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WYNDHAM MEADOWS HOMEOWNERS ASSOCIATION, made this January 19th day of the year 2006, by Greg Johnson, Chris Wright, Jaana Thorarensen, Ron Trapper, and Mark Greer, as members of the Board of Directors, ("Board of Directors") of, and on behalf of, the WYNDHAM MEADOWS HOMEOWNERS ASSOCIATION, a Missouri not-for-profit corporation ("Association").
WITNESSETH:

NOW, THEREFORE, the Board of Directors of the Association on behalf of the Association approve and hereby declare that the Subdivision, being that real property more particularly described on Exhibits A, B, C, and D attached hereto, and made a part hereto, and any parts 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 land and be binding on all parties having any right, title, or interest in and to the Subdivision or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, legatees, personal representatives, successors, and assigns.

ARTICLE I

Definition

The following words when used in this Declaration shall have the following meanings:

- 1) "Assessment Year" shall mean January 1st through December 31st of each year.
- 2) "Association" shall mean and refer to the WYNDHAM MEADOWS Homeowners Association, a Missouri Not-for-Profit corporation, its successors and assigns.
- 3) "Common Area(s)" shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the Improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners.
- 4) "Developer" shall mean and refer to Gold-Kap Associates, a Missouri Partnership.
- 5) "Directors" or "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association or their successors.

- 6) "Dwelling(s)" shall mean and refer to the single-family dwellings constructed, or to be constructed upon the respective Lots.
- 7) "Lot(s)" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time.
- 8) "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely a security for the performance of an obligation.
- 9) "Plat" shall mean and refer to the plats variously identified.
- 10) "Subdivision" shall mean and refer to the Property, as shown on the Plat together with such additional parcels of real estate, which may be or are currently subject to this Declaration, as amended.
- 11) "Good Standing" shall mean and refer to Owner(s) who are not past due in payment of Assessments to the Association and who are in compliance with the provisions herein, allowing that Owner(s) shall be granted a grace period of thirty (30) days after written notification from the Board of such circumstance before such Owner(s) shall be deemed not in Good Standing.

ARTICLE II

Property Subject to this Declaration

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

ARTICLE III

Membership and Voting Rights in the Association

- 1) Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.
- 2) Votes. All Owners in Good Standing shall be entitled to one vote in the Association for each Lot

owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.

- 3) Proxies. At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.
- 4) Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The Board of Directors shall be named in the Articles of Incorporation the annual meeting of the Owners shall be held on the same day and hour of each year, on the third Thursday of June at 7:00pm CST, at which the Board of . The Directors are elected by Owners or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day, and time of the annual meeting and all special meetings shall be delivered not less than five (5) days before such meetings to all Owners and Directors, if such Directors are not Owners, and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten (10) days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.
- 5) Quorum. A quorum of Owners for any meeting shall consist of Owners having one-third (1/3) of the eligible votes in the Association (of all Owners in Good Standing), whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-third (1/3) of the Owners attend in person or by proxy

ARTICLE IV

Budget Assessments and Subdivision Lien

- 1) Creation of the Subdivision Lien. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with Interest, costs, and attorneys fees, shall be a charge on each Lot and Improvements therein and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or Special Assessment became due.
- 2) Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision, for the improvement and maintenance of the Subdivision, and Common Areas, and any recreational facilities constructed by the Association for use by the Owners, the costs of maintaining and operating the subdivision's streetlights and otherwise to fulfill and perform the Association's rights, duties, obligations, and functions pursuant to this Declaration.
- 3) Establishment of Budget and Assessments.
 - a. Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas, and other common expenses (as distinguished from individual mortgage payments, real estate taxes, and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the

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

- b. The Board shall cause to be called a Special Meeting of Owners prior to the end of the fiscal year at which the Owners shall have the opportunity to review and approve the proposed Budget and Assessments for the following fiscal year. Unless otherwise communicated by the Board in writing, this meeting to review and approve the Budget for the following fiscal year shall be held annually on the second Thursday of November at 7pm CST. The proposed Budget shall be prepared and distributed to Owners at least thirty (30) days prior to this meeting.
- c. The Owners of each Lot shall pay, within thirty (30) days after the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual budget for each Assessment Year as estimated by the Board and approved by the Owners by a majority of a voting Quorum. Notwithstanding any term, condition, or provision of this Declaration to the contrary, in the event that the budgeted Assessment amount for the current fiscal year is not approved by the Owners during the prior fiscal year, the Assessment shall be Two Hundred Dollars (\$200) per Lot per year.
- d. All Owners shall pay the annual Assessments to the managing agent, or to such as may be otherwise directed by the Directors.
- e. The Directors shall cause to be kept a separate account for each Lot showing the respective Assessments charged to and paid by the Owners of such Lot, and the status of such account from time to time. Upon ten (10) days written notice to the Directors, and the payment of a reasonable fee therefore, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective account for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.
- f. In the event that during the course of any Assessment Year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

- 4) Special Assessment for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that Special Assessments shall be approved by a vote of Owners having at least two-thirds (2/3) of a quorum of the votes of the Association at a meeting at which a quorum is present.
- 5) Uniform Rate Assessments and Special Assessments must be fixed at a uniform rate for all Lots.
- 6) Commencement of Annual Assessments. Each Owner shall pay his first annual Assessment upon the closing of the purchase of his Lot adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein.
- 7) Non-payment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, RSMO. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his family, guests, and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area.
- 8) Unexpended Assessments and Special Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners in Good Standing.
- 9) Subordination of Lien to Mortgages. The liens of the Assessments or Special Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not affect the liens for Assessments or Special Assessments, however, the sale or transfer of any Lot pursuant to mortgage foreclosure

or any proceeding in lieu thereof shall extinguish the lien of such Assessments or Special Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments or Special Assessments thereafter becoming due or from the lien thereof.

- 10) Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the officers of the Association are hereby authorized to file of record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) to cover the costs of preparing the filing or recording of such release
- 11) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Area as defined in Article I, Section 3 hereto; (c) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.
- 12) Violation of Declaration: Additional Assessment.
Any Owner that is found in violation of any term or condition of these Covenants will have ten (10) days to cure the violation(s) after written notification of the violation(s) is provided by the Board of Directors. If the violation is not remedied within that ten-day grace period, then the Owner will then begin having a penalty assessment of twenty dollars (\$20) per day per violation charged against them until all violations are remedied.

The penalty assessment above shall be payable immediately upon notification in writing from the Board of Directors of the amount due. If the payment has not been received within thirty (30) days after such notification then this amount, in addition to any other balance due or additional applicable fees or penalties, may become a lien on said Owner's Dwelling and be subject to the remedies as provided for in Article IV of this declaration.

ARTICLE V

Board of Directors

- 1) Number and Term. The Board of Directors of the Association shall, except as otherwise

provided herein consist of five (5) persons with each person elected by a majority vote or a quorum of Owners. Board members may succeed themselves if duly elected under the terms of these Declarations. Except as otherwise provided herein, each Director shall hold office for the term of two (2) years and until his successor shall be elected and qualified, excepting the following provisions:

- a. The Board of Directors shall be elected on a staggered basis. The intent of this provision is to avoid a scenario where all five (5) Board members are replaced at the same time, likely to result in a period of disrupted communications, services, or accountability for past decisions. To avoid this, the current Board will serve terms according to the parameters below. If re-elected, the Board member will serve for the normal two-year term:
 - i. Greg Johnson, President – Elected June 2005. Will serve to June 2007.
 - ii. Chris Wright, Vice-President – Elected June 2005. Will serve to June 2006.
 - iii. Jaana Thorarensen, Secretary – Elected June 2005. Will serve to June 2006.
 - iv. Ron Trapper, Treasurer – Elected June 2005. Will serve to June 2007.
 - v. Mark Greer, Director – Elected June 2005. Will serve to June 2006.

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

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

- 3) Qualifications. Except for Directors appointed by the Developer, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.
- 4) Vacancies. Except as provided for In Article III, Section 4, hereof, any vacancy occurring in the Board of Directors shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above.
- 5) Meetings. An annual meeting of the Directors shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Directors shall be held upon call by the President or any two Directors on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by e-mail, mail, or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.
- 6) Removal. Any Director may be removed from office by Owners having two-thirds (2/3) of the votes in the Association.
- 7) Quorum. A majority of the number of Directors fixed by this Declaration as the full Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Directors. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one present, may successively adjourn the meeting from time to time, not to exceed thirty (30) days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

- 8) Actions without Meetings. Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting for the actions so taken, are signed by all of the Directors of the Board of Directors. The consents shall have the same force and effect as the unanimous vote at a meeting duly held.
- 9) Compensation. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.
- 10) Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct, and manage the Subdivision, affairs, and activities of the Association, to determine the policies of the Association to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges, or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:
 - a. Administer the affairs of the Association and of the Subdivision;
 - b. Engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
 - c. Formulate policies for the maintenance, management, operation, repair, and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety, and welfare of the Subdivision as the Directors may consider advisable;
 - d. Adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair, and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;
 - e. Provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning, and care of shrubbery, removal of plants, maintenance, repair, and replacement of street lights located within or adjacent to street right of ways (unless such maintenance, repair, and replacement shall be performed by a municipal entity), and maintenance, repair, and replacement of improvements located within the Common Areas;
 - f. Provide for payments for all maintenance, management, operation, repair, and replacement

- of the Subdivision and improvements and also the payment of any assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;
- g. Provide for the designation, hiring, and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, admiration, management, and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);
 - h. Consider and approve or reject any and all plans and specifications (except those of any builder constructing upon vacant Lots) for alterations to and construction of Dwellings and improvements on the Lots;
 - i. Estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;
 - j. Collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;
 - k. Grant easements and rights-of-way over the Common Areas to such utility companies or public agencies or others as the Director shall deem necessary or appropriate and to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation of the Common Areas and in every and all respects governing the operation, funding, and usage thereof;
 - l. Receive, hold, convey, dispose, and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance, or donation of money or real or personal property;
 - m. Make all contracts and incur all liabilities necessary, related or incidental to exercise the Board's power and duties hereunder;
 - n. Dedicate any private streets, drives, walkways, or rights of way, or portions thereof to appropriate agencies and to vacate or abandon easements in accordance with applicable legal procedures.
 - o. Comply with such instructions of Owners having a majority of a quorum of votes in the

Association, as expressed in a resolution duly adopted at any annual or special meeting of the Owners, that the Directors deem to be beneficial to the Subdivision;

- p. Obtain mandatory adequate liability and hazard insurance on the Common Areas, as well as mandatory insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;
 - q. Exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors and all powers and duties of the Directors as stated in the Declaration;
 - r. Purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners;
 - s. Identify portions of Common Area that may be made available for sale, at the Board's discretion, only to Owners of Properties immediately adjoining such Common Area portion and may complete such transactions ensuring that all transaction costs incurred are reimbursed by said Owner(s) and that fair market value is sought for the land in question, providing that such sale does not partition pre-existing Common Areas that were previously contiguous, ensuring that access to remaining Common Area remains available for the Association and its members or agents (i.e., for a strip of Common Area running behind three houses with access from only one direction, the Board may not sell the Common Area behind the first and middle houses unless the last Owner also purchased the area adjacent to their Property). In cases where portion of Common Area in question may be adjacent to multiple Owner properties, the Board must provide written notice to said Owners that area is to be put up for sale at least ten (10) days in advance, and must entertain bids from all such Owners, although final decision on sale will be at Board's discretion. The Board will also be responsible for providing full Disclosures to prospective buyers as required by local, county, and state regulations regarding land use and purchase.
 - t. Enforce the Declaration, and any and all restrictions governing the Subdivision and to take any and all necessary steps to secure the enforcement and compliance of the same;
 - u. Exercise any and all other powers or acts as are authorized by the Declaration.
- 11) Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on weekdays. Payment vouchers

may be approved in such manner as the Directors may determine.

ARTICLE VI Architectural Control Committee

- 1) Review by Committee. Except as provided herein below, no Dwelling, building, fence, wall, other structure, construction, or reconstruction of any kind shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition, demolition, change, expansion, or alteration thereto or thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and proposed final grades and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee. This includes, but is not limited to, fences, retaining walls, pools, decks, pergolas, or other structures.

Reference in this Declaration to "Architectural Control Committee" shall apply to an Architectural Control Committee, appointed by the Board at its sole discretion, comprised of three (3) Owners at least one of whom must also be a Board member. If no such Committee has been appointed then the Board shall also act as the Architectural Control Committee. In the event said Committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof; approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding any term, condition or provision of this Declaration to the contrary, no building, fence, wall, other structure, construction, or reconstruction of any kind, proposed or commenced, erected or maintained by any builder approved by Developer, and no addition, demolition, alteration, change, or expansion thereof or thereto undertaken by a builder approved by Developer shall be subject to review or approval by the Architectural Control Committee, any such builder approved by Developer being absolutely exempt from the requirements of this Section.

ARTICLE VII
Use Restrictions

- 1) General Provisions. All of the Subdivision shall be subject to the following restrictions and each Owner of a Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants, and restrictions which run with the land and are perpetual and appurtenant to the Lots:
 - a. Land Use. No Dwelling, building, or structure shall be used for a purpose other than that for which the dwelling, building, or structure was originally designed, without the prior written approval of the Architectural Control Committee.
 - b. Obstruction of Traffic. No fence, wall, hedge, or shrub planting higher than three (3) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Except as may be required to comply with the prior sentence, no living tree of a diameter of more than four inches measured two feet above ground level, lying outside the approved building or driveway shall be removed without the approval of the Architectural Control Committee.
 - c. Nuisances. No obnoxious or offensive activity nor any activity in violation of law or ordinance shall be carried out, on or upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance, in the judgment of the Directors, to other Owners or inhabitants of Lots. Except for lighting plans prepared by any builder approved by Developer, all exterior lighting plans must be submitted to and approved by the Architectural Control Committee to ensure that no exterior lighting shall be directed outside the boundaries of a Lot.
 - d. Grades. Within any slope control area established by the Developer, or any builder approved by Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot or other parcel

and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

e. Fences, Walls, and Dog Runs.

No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot unless approved by the Architectural Control Committee. Note that all fences pre-existing on Lots as of the date these proposed Covenants are approved will be deemed approved. Under no circumstances shall dog kennels, dog runs, dog pens, or dog houses be permitted in the Subdivision.

Under no circumstances shall chain link fences be allowed in the Subdivision. Going forward, only white vinyl fences or ornamental metal fences will be allowed to be built on lots with no existing fencing on any side of yard to be enclosed. If yard to be enclosed is adjacent to pre-existing fence (non-vinyl and non-ornamental metal), then approval of fencing plans and material shall be at discretion of the Architectural Control Committee. Further, any fence to be replaced shall also be replaced with white vinyl fencing or ornamental metal, unless fence in question is adjacent to fencing (non-vinyl and non-ornamental metal) in which case the approval of fencing plans and material shall be at discretion of the Architectural Control Committee.

Any Owners with wooden fences on their property shall be responsible for ensuring the proper upkeep and appearance of their fences. This shall include but not be limited to prompt repair of any loose or rotten boards/posts as well as maintaining an appropriate coat of sealant/stain or paint to avoid appearance of wear.

Owners with in-ground pools on their Lots shall, for safety reasons, be required to install fencing enclosing their yard or pool area that is compliant with the provisions above as well as the meeting the ordinances of St. Charles County.

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

- g. Animals and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purposes and provided that such household pets do not exceed four (4) in number per Dwelling on any Lot at any one time (such restriction applying only to dogs and cats, not fish, birds, or other pets). Each Owner shall comply with all ordinances, zoning, and subdivision regulations of the City of Dardenne Prairie, Missouri, relating to the supervision, control, responsibility, and maintenance of animals and/or pets in residential areas. Under no circumstances shall any dog be left outside or boarded out of doors during the hours from sunset to sunrise the next day. Further, Owners walking their pets within the Subdivision will be responsible for removing any solid waste produced by their pet and not having such waste deposited in other Owner's Lots, Common Areas, or on the streets.
- h. Parking of Motor Vehicles, Boats, and Trailers. Vehicles and watercraft, whether motorized, self-propelled, propelled, or drawn by human, wind, sail, water, fuel, or otherwise, including, but not limited to, automobiles, boats, vessels, motor boats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RV's), sleds, recreational motor vehicles, vans, all-terrain vehicles (ATV's), motorcycles, motorized bicycles, motorcycles, dirt bikes, minibuses, tractors, truck tractors, trucks, trailers, campers, and house trailers shall not be parked, placed, or stored outside of any Dwelling, provided, this shall not prohibit the parking in the driveway on the Lot of no more than three (3) passenger automobiles, not to exceed 3/4 tons in weight and containing no commercial advertising on the exterior thereof, properly licensed to the Owner of the Dwelling or a full-time resident thereof that is in operating condition, with all such vehicles parked side by side as near the house as possible (within 5 feet). No automobiles, trailers, or other vehicles may be stored on the driveway while on jacks, blocks, or other temporary supports with any tires removed. Furthermore, Owners will be responsible for ensuring that their vehicles (or vehicles of residents or guests visiting the Owner's Property) will not be parked on the street overnight. Notwithstanding the foregoing, such restriction on parking shall not apply:
1. During periods of approved construction on the Lot;
 2. To any builder approved by Developer, their respective agents, or employees;
 3. To temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other commercial services for a period not to exceed twenty-four (24) hours. No inoperable vehicles or apparatus may be kept, maintained, or repaired anywhere in the

Subdivision. In no event shall any vehicle be kept, maintained, repaired, or serviced in or upon any road right-of-way as designated by the Plat.

4. Temporary parking in driveway of recreational vehicles (inclusive of ATVs, boats, campers, RVs, and trailers) is allowed for periods not to exceed three (3) consecutive days, and not more than ten (10) cumulative days each month.
-
- i. Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent hereby in writing by the Architectural Control Committee established hereby.
 - j. Laundry Poles. No permanent or temporary poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed, or constructed on any Lot.
 - k. Antennas. No outside radio antenna, television antennas, or satellite dish shall be erected, installed, or constructed on any Lot without written consent of the Architectural Control Committee.
 - l. Fuel Tanks. No tank, bottle, or container of fuel shall be placed, erected, installed, or constructed above the surface level of any Lot.
 - m. Temporary Structures. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, shed, or other outbuilding shall be built or placed upon any Lot without submitting to the Architectural Control Committee, plans and specifications in writing and receiving approval by the said Architectural Control Committee. Under no circumstances may any such structure be used as a residence, either permanently or temporarily.
 - n. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot or Common Area, provided, however, that:
 - i. This prohibition shall not apply to entrance monument signs maintained by the Association ;
 - ii. This provision will not prevent Owners from placing a "For Sale" sign on such Owner's Lot so long as such sign is not more than five (5) square feet in size; Such signs may also be placed in Common Area on either side of front entrance, but not on front entrance island, which may be used only for signs relating to Homeowner Association business.

- o. Drilling and Quarrying. No oil drilling, oil development operations, oil refining, quarrying, or milling operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas may be erected, maintained, or permitted upon any Lot.
- p. Dumping of Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers or incinerators, or other equipment for the storage or disposal of such material which equipment shall be kept in a clean and sanitary condition and out of view from the front of the Lot except for the day of trash pickup. All such containers shall be removed from view within twenty-four (24) hours after trash pickup.
- q. Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.
- r. Water Supply. No individual water system shall be permitted on any Lot.
- s. Zoning Compliance. Except as this Declaration may more strictly require, each Owner shall maintain his Lot and Dwelling in compliance with all zoning ordinances and subdivision regulations of the City of Dardenne Prairie, Missouri.
- t. Care and Appearance of the Premises. Each Owner shall maintain such Owner's Dwelling and all improvements, structures, drives, curbs, landscaping, lawn, and grounds on such Owner's Lot in a neat and attractive manner, which should maintain the general characteristics of the Subdivision (i.e., an Owner would not be able to replace their front lawn with rocks). The Association shall have the right, upon ten (10) days' notice to the Owner of the Property involved, setting forth the action intended to be taken, and if at the end of such time, such action has not been taken by the Owner, at the expense of the Owner, to repair, maintain, or restore the exterior of the Dwelling and any improvement, structure, drives, curbs, landscaping, lawn, or grounds located on the Lot, including, without limitation, repainting any exteriors, resealing, or resurfacing any drives, removing trash, or rubbish, culling grass, weeds and vegetation, and trimming or pruning any hedge or other planting that In the opinion of the Directors by reason of its location, or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive

in appearance. In no event shall any grass, weeds, legume, ivy, or ground cover vegetation be allowed to grow to a height in excess of six (6) inches. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved Lots (including those owned by builders), and to remove grass, weeds, and rubbish therefrom, and to do any and all things necessary or desirable in the opinion of the Directors of the Association to keep such Lots in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand, and if not paid within ten (10) days thereof; then they shall become a lien upon the property affected, equal to priority to the lien provided for in Article IV hereof and collected as stated therein.

- u. Private Driveways. All private driveways leading from streets to any garage on any Lot shall be paved with concrete or if any other material, it must first be approved by the Architectural Control Committee and installed and constructed according to generally accepted engineering principles and procedures.
- v. Trash. No building materials, trash, or garbage may be buried within the Subdivision, and all building materials, trash, construction debris, refuse, and garbage must be hauled off site.
- w. Gardens in Common Areas. The Board of Directors shall as it, in its sole discretion, deems appropriate, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. The Association may, by vote of Owners having a majority of a quorum of votes in the Association, establish and set aside such portions of the Common Areas as they shall deem appropriate for the establishment of community gardens, and the Association shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug, or instead within any of the Common Areas except as specifically provided herein.
- x. Change of Grade. No Owner, except any builder approved by Developer, shall alter or change any watercourse or finished grade without the express, *written* approval of the Directors.

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

- a. Land Use. None of said Lots may be improved, used, or occupied for other than private residence purposes and no flat or apartment house, although intended for residential

purposes, may be erected thereon, provided, however, subject to the other restrictions contained in this Declaration, an Owner may use such Owner's Dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. For purposes of this Declaration, a "home occupation" shall mean: Any occupation, business or commercial activity carried on at the Dwelling by a member of the immediate family residing at the Dwelling and no more than one (1) non-related employee, which use is otherwise in compliance with all applicable laws, including, without limitation, the Zoning Ordinance of the City of Dardenne Prairie, Missouri, provided, the following uses are forbidden:

- ii. Pet grooming.
- iii. Provision of care, instruction, or training of more than five (5) children at one (1) time, not including the occupants of the Dwellings, whether or not for profit.
- iv. Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery, or storage of merchandise on or from the Dwelling.
- v. Any manufacturing business.
- vi. Any repair shop operating on or from the Dwelling.
- vii. A clinic or hospital.
- viii. A barber shop or beauty parlor.
- ix. A stable, animal hospital, dog kennel, or dovecote.
- x. A restaurant.
- xi. Any activity that produces noxious matter or employs or produces flammable matter.
- xii. Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional, or medical office.
- xiii. Any occupation that involves visits to the Property by employees, suppliers, partners, or customers resulting in increased vehicle traffic and vehicle parking in front of the Property on a continued and ongoing basis, creating a nuisance for other Owners.

- b. Height Limitation. Any Dwelling erected on any of said Lots shall not be more than two (2) levels in height above ground, provided, that (I) walkout basements shall not be included in calculating such height limitation, and (H) a Dwelling more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Control Committee.
- c. Minimum Building Size Requirements. Any Dwelling proposed for construction on a currently vacant Lot (or replacing a pre-existing Dwelling on that Lot) must conform to the following minimum enclosed floor area:
 - i. Ranches or one story with minimum of 2,000 square feet.
 - ii. Two-story with minimum of 2500 square feet.
 - iii. One and one half story with minimum of 2,250 square feet
 - iv. No split-level homes allowed

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

- d. Building Lines. No part of any Dwelling shall be located on any Lot nearer to the front street or the side street than the front building line or the side building line shown on the Plat; nor shall any part of any Dwelling be located on a Lot nearer than seven (7) feet to the side property line nor nearer than twenty-five (25) feet to the front property line. Provided, however, the following encumbered parts of any Dwelling may project over the above-described front, side and rear lines, for the distance shown, to-wit:
 - i. Window Projections. Bay, bow or oriel, dormer, and other projecting widows not exceeding one (1) story in height may project not to exceed four (4) feet.
 - ii. Miscellaneous Projections. Cornices, spouting, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes may project a distance not to exceed two (2) feet.

- e. Occupancy Prior to Completion of Residence. No Dwelling may be occupied until a final inspection is obtained from the City of Dardenne Prairie, Missouri or other applicable governmental authority having jurisdiction over the Subdivision.
- f. Uncompleted Structures. No Dwelling shall be permitted to stand in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no Dwelling shall be permitted to remain in a damaged condition longer than six (6) months. The outside exterior walls and trim shall be completely finished within one hundred eighty (180) days.
- g. Garages. All garages must be a minimum of a two (2) car garage, and must be attached to the Dwelling. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. No carports or free-standing structures (i.e., sheds) will be allowed. No garage shall be converted for use different than its original intent (i.e., garages cannot be converted into bedrooms or other living space).
- h. Frontage. All Dwellings shall front on the street on which they are located as shown on the Plat unless otherwise approved by the Architectural Control Committee. Similarly, Dwellings located on corner lots shall front or present a good appearance on both streets unless otherwise approved by the Architectural Control Committee.
- i. Exterior Walls. The exterior walls of all Dwellings shall be constructed of wood or wood products, clay, brick, rock, stone, or vinyl siding, in an attractive manner and of good workmanship, provided however, that if the exterior walls of any Dwelling are constructed of wood or wood products, the same shall be painted or stained.
- j. Swimming Pools. Above ground pools are prohibited. In-ground pools shall be allowed, provided:
 - i. For safety reasons, a fence must be pre-existing or included in the project to install the pool, with such fence completely enclosing the entire rear yard or the area with access to the pool, with lockable gates or latches. Fences should adhere to the provisions of Article VII, Section (1), paragraph (e) of this Declaration unless otherwise approved in writing by the Architectural Committee.
 - ii. As with any new construction on Lots, complete plans for said pool must be submitted for review and approval to the Architectural Committee a minimum of thirty (30) days

prior to any construction (or other commitment date by the Owner), in addition to any city or county ordinances or requirements.

k. Renting and Leasing. Renting and Leasing of Property by Owners is prohibited unless all of the following provisions are met:

- i. Owner has maintained primary residence at said Property for at least the prior six (6) months.
- ii. Owner may rent or lease Dwelling to 3rd party for period not to exceed twenty-four (24) months (i.e., to allow for scenarios when family may be temporarily re-located for work or other reasons).
- iii. Owner retains responsibility for ensuring that Property is well-maintained and that tenants adhere to the provisions of this Declaration.
- iv. Any such plans to rent or lease must be submitted to the Board for review and approval at least thirty (30) days in advance of Property being rented or leased.
- v. Notwithstanding the above, these restrictions shall not be applied to any Owner with a rental agreement or lease in place and active as of the date of these Declarations.

ARTICLE VIII

Easements

- 1) Encroachment Easement. Should any portion of any Dwelling as constructed on any Lot by Developer or any builder approved by Developer overhang or encroach on an adjacent Lot or on any Common Area, the Owner of the overhanging or encroaching Dwelling shall have an easement on such adjacent Lot or Common Area, as the case may be, to permit the overhanging or encroaching portion of such construction to remain in the same state and location as when said Dwelling was first occupied for residential use. Such easement shall be appurtenant to and shall pass with title to the Lot on which said improvements were constructed.
- 2) Utility Basements. For installation and maintenance of utilities and drainage, facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the

easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

- 3) Temporary Construction Easements. Until:
 - a. the last Lot is sold and conveyed to an Owner other than the Developer or any builder approved by Developer, or
 - b. the last Dwelling in the Subdivision owned by any such approved builder is sold by such builder, whichever is later, the Common Area and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Developer and such builder, their respective employees, agents, contractors, and subcontractors to enter upon and over the Common Area and Lot for the purpose of construction on adjoining Lots, Common Area, and streets.

ARTICLE IX Property Rights

- 1) Common Areas.
 - a. Obligations of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.
 - b. Owner's Easements and Rights of Enjoyment. Subject to the terms and provisions of this Declaration, each Owner, and such Owner's family, guests, and invitees shall have nonexclusive, perpetual right and easement of ingress, egress, use, and enjoyment over, across, upon, in, and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of the Common Areas and the right to use utility, water, sewer, drainage, and ponding easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the

Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:

- i. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- ii. The right of the Association to suspend any Owner's voting rights and right of such Owner, his family, guests, and invitees to use the recreational facilities for any period during which any assessment against such Owner's Lot remains unpaid, and the right to suspend the same for a period not to exceed sixty (60) days for any Infraction of the Association's published rules and regulations.
- iii. The right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association.
- iv. The right of each other Owner and such Owner's family, guest, and invitees, to the open, unimpeded, and unobstructed use of the Common Areas, as provided in this Article, excepting that all access to Common Areas using any powered vehicles (i.e., ATV, motorcycle, powered scooter) is strictly prohibited without written permission from the Board.
- v. The easements, uses, limitations, conditions, reservations, and restrictions hereinafter provided in this Declaration.
- vi. The right of the Directors, on behalf of the Association, to negotiate with any public or private entity for the conveyance of all or any part of the Common Areas, for any public or private purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners, and subject to the provisions of Article V, Section 10(s) of these Covenants.

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

- c. Association Right to Grant Easements and Easement Over Lots. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Subdivision. A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors, and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Areas and/or to perform any of the powers, rights, and duties available to or imposed upon the Association by this Declaration and Bylaws of the Association.

ARTICLE X General Provisions

- 1) Duration. The covenants, conditions, and restrictions of this Declaration and Bylaws shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions and Bylaws shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the Owners of the Lots has been recorded, agreeing to change or terminate said covenants, conditions, and restrictions in whole or in part.
- 2) 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 last-known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.
- 3) Enforcement. The Association, the Directors, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Directors, or by 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.
- 4) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

- 5) Amendments. This Declaration may be amended by an instrument signed by the Board of Directors pursuant to a Resolution passed and approving said amendment following approval by a majority of the Owners in Good Standing of Lots in the Subdivision. Any amendment must be recorded with the Recorder of Deeds of St Charles County, Missouri.

- 6) Indemnification. Owners agree to defend, indemnify, and hold harmless the Association and the Board for any loss, damage, penalty, fine, or liability sustained because of Owner's non-compliance with these Declarations.

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

BOARD OF DIRECTORS:

By 
Greg Johnson, on behalf of WYNDHAM MEADOWS Homeowners Association, and as a Member of its Board of Directors.

By 
Chris Wright, on behalf of WYNDHAM MEADOWS Homeowners Association, and as a Member of its Board of Directors.

By 
Jaana Thorarensen, on behalf of WYNDHAM MEADOWS Homeowners Association, and as a Member of its Board of Directors.


By 
Ron Trapper, on behalf of WYNDHAM MEADOWS Homeowners Association, and as a Member of its Board of Directors.

By 
Mark Greer, on behalf of WYNDHAM MEADOWS Homeowners Association, and as a Member of its Board of Directors.

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

On this 21st day of JANUARY, 2006, before me appeared Chris Wright, to me personally known, who, being by me duly sworn, did say that he is a Member of the Board of Directors of the WYNDHAM MEADOWS Homeowners Association, a Missouri not-for-profit corporation, and that the foregoing instrument was signed by him as a member of its Board of Directors and signed in behalf of said corporation by authority of such Board of Directors; and said Chris Wright acknowledged said instrument to be the free act and deed of such corporation and of himself as a member of such Board of Directors.

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.



Notary Public

My commission expires:

4-17-09




JOHN D. LOHMAN
My Commission Expires
April 17, 2009
St. Louis County
Commission #05409901

STATE OF MISSOURI)
) SS.
COUNTY OF ST. ^{LOUIS} ~~CHARLES~~)

On this 21st day of JANUARY, 2006, before me appeared Ron Trapper, to me personally known, who, being by me duly sworn, did say that he is a Member of the Board of Directors of the WYNDHAM MEADOWS Homeowners Association, a Missouri not-for-profit corporation, and that the foregoing instrument was signed by him as a member of its Board of Directors and signed in behalf of said corporation by authority of such Board of Directors; and said Ron Trapper acknowledged said instrument to be the free act and deed of such corporation and of himself as a member of such Board of Directors.

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.


Notary Public

My commission expires:

4-17-09

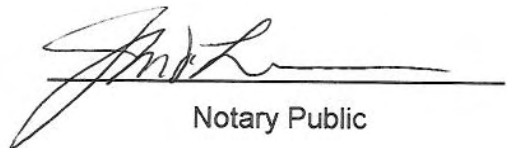


JOHN D. LOHMAN
My Commission Expires
April 17, 2009
St. Louis County
Commission #05409901

STATE OF MISSOURI)
) SS.
 (Louis)
COUNTY OF ST. ~~CHARLES~~)

On this 23rd day of JANUARY, 2006, before me appeared Mark Greer, to me personally known, who, being by me duly sworn, did say that he is a Member of the Board of Directors of the WYNDHAM MEADOWS Homeowners Association, a Missouri not-for-profit corporation, and that the foregoing instrument was signed by him as a member of its Board of Directors and signed in behalf of said corporation by authority of such Board of Directors; and said Mark Greer acknowledged said instrument to be the free act and deed of such corporation and of himself as a member of such Board of Directors.

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.



Notary Public

My commission expires:
4-17-09



JOHN D. LOHMAN
My Commission Expires
April 17, 2009
St. Louis County
Commission #05409901