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**DECLARATION
OF
HOMESHIRE CONDOMINIUM**

**DECLARATION OF
HOMESHIRE CONDOMINIUM**

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Exhibits:

- Exhibit A:** Legal Description
- Exhibit B:** Condominium Plat
- Exhibit C:** Allocated Interests

**DECLARATION OF
HOMESHIRE CONDOMINIUM**

THIS DECLARATION is hereby made and executed by McBride-Monterey Homes, Inc., a Missouri corporation (hereinafter referred to as Declarant).

WITNESSETH THAT:

WHEREAS, Declarant is the owner in fee simple of certain real property (Property) situated in the City of Wentzville, St. Charles County, Missouri and described in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the Property has been approved as a Planned Environmental Unit by the City of Wentzville, Missouri, City Council pursuant to Ordinance No. 2034 on NOV. 19, 2003, and this Declaration is intended to comply with the ordinances of the City of Wentzville; and

WHEREAS, Declarant has caused the Property to be subdivided into Units and Common Elements by virtue of the Plat of the Condominium, as recorded in Plat Book 40, Page 277 of the St. Charles County Records, as may be amended (Plat); said Plat is labeled as Exhibit B and is incorporated by reference herein; and

WHEREAS, it is the purpose and intention of this Declaration that the Property as subdivided by the Plat, together with all buildings, improvements and appurtenances located thereon, shall be submitted to the provisions of the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, Mo.Rev.Stat. (Act), and that a residential condominium community shall be created on the Property to be known as Homeshire Condominium, as a restricted neighborhood and to protect same against certain uses by the adoption of this Declaration, and to apply the general plan of development contained herein to all of the Property for the mutual benefit of Declarant and all persons who may purchase, hold or own from time to time any of the Property covered by this Declaration.

NOW THEREFORE, the Declarant declares that the Property is hereby submitted to the Act and held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

GENERAL PLAN OF DEVELOPMENT

The general plan of development for Homeshire Condominium consists of nineteen (19) buildings, each comprising two (2) to four (4) units for a total of sixty-five (65) units. Each unit is intended to contain approximately 1270 to 1400 square feet. The buildings and units will be created, constructed and sold in phases.

The Condominium is governed by this Declaration, which creates a unit owners association known as Homeshire Condominium Association (Association) for the governance and operation of the Condominium.

The Association is primarily responsible for maintenance of the Common Elements within the Condominium, enforcement of restrictions, and implementation of this Declaration. The Association is authorized to collect assessments from the unit owners to carry out its responsibilities under this Declaration.

ARTICLE I DEFINITIONS

1.1 **Act** means the Uniform Condominium Act of Missouri, Sections 448.1-101 to 448.4-120, Mo.Rev.Stat., as may be amended.

1.2 **Allocated Interests** means the undivided interest in the Common Elements, the Common Expense Liability, and the votes in the Association allocated to each Unit, as set forth in Article IV of this Declaration.

1.3 **Association** means Homeshire Condominium Association, the unit owners association organized under Section 448.3-101 of the Act and Article VI herein.

1.4 **Board of Directors or Board** means the body designated in this Declaration to act on behalf of the Association and organized under Article VI of this Declaration.

1.5 **By-Laws** means the By-Laws of the Association, and any amendments thereto.

1.6 **Common Elements** means all portions of the Condominium other than the Units.

1.7 **Common Expenses** means the expenses and financial liabilities of the Association, including:

(a) Expenses of governance and administration of the Association and implementation of this Declaration;

(b) Expenses of maintenance, repair and replacement of the Common Elements, except those Limited Common Elements designated as the financial responsibility of the Unit Owners;

(c) Expenses declared to be Common Expenses by the Act or the Documents;

(d) Expenses agreed upon as Common Expenses by the Association;

(e) Such reasonable reserves as may be established by the Association for contingencies and for repair or replacement of the Common Elements or any other real or personal property acquired or held by the Association; and

1.8 Common Expense Liability means the liability for Common Expenses allocated to each Unit pursuant to Section 448.2-107 of the Act and Section 4.2 herein.

1.9 Community means the real property described in Exhibit A, together with the Owners, residents, and other Persons and entities subject to this Declaration.

1.10 Condominium means Homeshire Condominium, located on the property as described in Exhibit A attached hereto, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of the Units.

1.11 Declarant means McBride-Monterey Homes, Inc., and its successors and assigns, if such successors or assigns should acquire any Special Declarant Rights as provided in Section 11.3 herein.

1.12 Declaration means this instrument entitled Declaration of Homeshire Condominium, as recorded, and any amendments thereto.

1.13 Development Rights means the right, or combination of rights, reserved by the Declarant pursuant to Section 448.1-103(11) of the Act and Section 11.1 herein.

1.14 Governing Documents or Documents means this Declaration, Plat, Articles of Incorporation, Association By-Laws, and Rules, and any amendments to said documents.

1.15 Identifying Number means a symbol or address that identifies only one Unit.

1.16 Limited Common Elements or LCEs means the portion of the Common Elements allocated for the exclusive use of one of the Units by this Declaration or by operation of Subsections (2) and (4) of Section 448.2-102 of the Act. LCEs are described in Section 3.5 herein.

1.17 Member means a member of the Association who is the record Owner of a Unit.

1.18 Member in Good Standing means a Member who, with respect to any Unit owned by him, is current in the payment of all assessments, fees, fines and other charges.

1.19 Nonprofit Corporation Act or NPCA means the Nonprofit Corporation Act of the State of Missouri, Chapter 355, Mo. Rev. Stat., as may be amended.

1.20 Person means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to real property; provided, however, that in the case of a land trust, person means the beneficiary of the trust rather than the trust or the trustee.

1.21 Plat means the plat of the Condominium, recorded in Plat Book 40, Pages 277 of the official records of the Office of Recorder of Deeds, St. Charles County, Missouri, as may be amended, as depicted in Exhibit "B" attached hereto and incorporated by reference herein.

1.22 Rules means rules, regulations and policies adopted by the Board pursuant to the Act and Declaration, as may be amended.

1.23 Security Interest means an interest in real or personal property, created by contract or conveyance, which secures payment or performance of an obligation, including a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents and any other consensual lien or title retention contract intended as security for an obligation. **Eligible Mortgagee** is defined in Article X.

1.24 Special Declarant Rights means rights reserved for the benefit of the Declarant pursuant to Section 448.1-103(27) of the Act and Section 11.2 herein.

1.25 Unit means a physical portion of the Condominium designated for separate ownership or occupancy, as depicted in the Plat.

1.26 Unit Owner or Owner means a Declarant or other Person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation.

ARTICLE II

NAME OF CONDOMINIUM, LOCATION

- 2.1 Condominium.** The name of the Condominium is Homeshire Condominium.
- 2.2 Association.** The name of the Association is Homeshire Condominium Association.
- 2.3 Location.** The entire Condominium is situated in the City of Wentzville, St. Charles County, Missouri, and is located on land described in Exhibit A of this Declaration.

2.4 Separate Parcels. Each Unit which has been created, together with its interest in the Common Elements, constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed.

2.5 Condominium Ordinances. The Condominium is not subject to any Ordinance of the City of Wentzville, St. Charles County, Missouri, which is not also imposed upon physically similar developments under different forms of ownership. This statement is made pursuant to Section 448.1-106 of the Act for the purpose of providing marketable title to the Units.

ARTICLE III
UNITS, COMMON ELEMENTS,
LIMITED COMMON ELEMENTS, MAINTENANCE, ALTERATIONS

3.1 Division of Property Into Separately Owned Units. Declarant, pursuant to the Act and to establish a plan of condominium ownership for the Units, does hereby divide the real property as depicted on Exhibits A and B into Units and Common Elements and does hereby designate such Units for separate ownership.

3.2 Units. This Declaration initially creates three (3) Units as set forth in Exhibit C and are substantially complete as certified in the Certificate of Substantial Completion recorded simultaneously with this Declaration. The location and dimensions of each building and Unit are depicted in the Plat by their respective Identification Number. Declarant reserves the right to create a maximum number of sixty-five (65) Units within the Condominium. As Declarant constructs additional buildings and creates additional Units therein, such Units shall be described on additional plats and amendments to the Declaration and recorded in the St. Charles County records.

3.3 Identification of Units. Every deed, lease, mortgage or other instrument may legally describe a Unit by its Identification Number as shown on the Plat and as set forth in the Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Owners corresponding Allocated Interest, even though the same is not expressly mentioned or described therein. The description of each Unit shall include all rights and privileges of said Unit. Each Owner shall be entitled to the Allocated Interest assigned to his Unit as set forth in Article IV herein.

3.4 Subdivision, Conversion, and Relocation of Boundaries of Units. The subdivision of a Unit is expressly prohibited. Adjacent Units may be combined, and the boundaries between adjoining Units may be relocated, subject to other provisions of law and Article VIII herein.

3.5 Unit Boundaries: Common Elements; Limited Common Elements (LCEs).

(a) The boundaries of each Unit are shown on the Plat and are described as its walls, floor, and ceiling, and including windows, exterior doors, skylights and the utilities, appliances and fixtures within the Units. The garage is part of the Unit.

(b) The Common Elements include all portions of the Condominium other than the Units.

(c) The LCEs include those portions of the Common Elements allocated by subsection (d) below and as depicted on the Plat.

(d) Subject to paragraphs (a), (b) and (c) of this Section,

(1) All studs, drywall, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, carpeting, subfloor, finished flooring, and materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions, including structural members of the walls, floors, or ceilings are a part of the Common Elements.

(2) If any flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is an LCE allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements; by way of example and not of limitation, the preceding sentence includes plumbing, wastewater, electrical, and heating and air conditioning systems.

(3) Subject to the provisions of subdivision (2) of this paragraph, all spaces, interior partitions that are non load-bearing, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(4) Any air conditioning pad and equipment, plumbing and lighting fixture, door and window hardware, and any other fixture, designated or designed to serve a single Unit, but located outside the Unit's boundaries, is an LCE allocated exclusively to that Unit.

(5) Any planting bed at the rear Unit designated or designed to serve a single Unit is an LCE of that Unit.

(6) Any deck, patio, or green space located behind a Unit designated or designed for the exclusive use of a Unit is an LCE of that Unit.

(7) Any driveway designated or designed for the exclusive use of a Unit is an LCE of that Unit.

(e) If any definition contained in this Section 3.5 is inconsistent with the Plat, the definition in this Section 3.5 shall control.

3.6 Maintenance. The responsibilities for maintenance, repair and replacement are allocated as follows:

(a) **By Association.** The Association, as a Common Expense, shall be responsible for the Common Elements, including those LCEs identified in Section 3.5(d)(6) and (7). Routine or anticipated expenses in connection with such LCEs may be budgeted and included in the assessments against the Units benefitted, and other expenses may be recovered by special assessment against the Unit benefitted, all as provided in Section 9.2(a). The Association shall be responsible for prevention and treatment of termites, and other pests affecting the structural components of a building or affecting two or more Units. The Association shall not be responsible for radon detection or mitigation. The Association may be responsible for damage to Units caused by a failure of the Common Elements only to the extent such damage was caused by a negligent act or omission of the Board.

(b) **By Owner.** Each Owner, at his own expense, shall be responsible for his Unit and LCEs described in Section 3.5, except the LCEs that are the Associations responsibility.

3.7 Alterations. No Owner shall make any alteration to the Common Elements or the exterior of his Unit or LCEs or place any improvements upon the Common Elements without first obtaining approval of the Board, except that no Owner may erect any fence or wall, or row of shrubs or trees to function as a fence. Each Owner shall maintain, repair and replace, at his own expense, any alteration, decoration, addition, removal or change made by the Owner outside his Unit, whether or not approval therefore was properly obtained. An Owner may make any additions, alterations, modifications or improvements to the interior of his Unit that do not impair the structural integrity or mechanical systems of lessen the support of any portion of his Unit or building in which the Unit is located.

3.8 Association Oversight. In the event an Owner fails to maintain, repair or replace his Unit or LCEs under Section 3.6(b) or in the event any alteration, decoration, addition, removal or change under Section 3.7 becomes deteriorated or unsightly in the discretion of the Board, the Board may, after notice and opportunity to be heard, require the Owner to take appropriate corrective measures at the Owner's expense or exercise the Boards authority under Section 7.1 and allocate the cost to the Owner as provided in Section 9.2.

ARTICLE IV **ALLOCATED INTERESTS**

The Allocated Interests are set forth in Exhibit C attached hereto, and are established as follows:

4.1 Common Element Ownership is allocated on the basis of equality.

4.2 Common Expense Liability for Common Expenses of the Association is allocated on the basis of equality; provided, however, that certain Common Expenses may be allocated to particular Units as provided in Section 9.2. Two or more Units, the boundaries of which are combined, shall be treated as separate Units for the purposes of this Section.

4.3 **Votes in the Association**, for all purposes, are allocated on the basis of equality, i.e., each Unit having one vote of equal weight.

ARTICLE V
EASEMENTS

Easements affecting the Condominium are established as follows:

5.1 **Encroachments**. Through construction, settlement or shifting of a building, should any part of a Common Element or a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space acquired thereby are hereby established and shall exist for the benefit of the Owner or the Common Element, as the case may be; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner.

5.2 **Easements Appurtenant to Unit**. Perpetual easements are hereby established appurtenant to all Units for the non-exclusive use of the Common Elements and for the exclusive use of any LCEs of the Unit, for the benefit and enjoyment of each current and future Owner, his family, tenants, guests and invitees.

5.3 **Parking Spaces**. Each Owner is granted an exclusive easement for the purpose of parking the motor vehicle(s) of that Owner (or his family, tenant, guest and invitee) in the driveway serving his Unit. The driveway shall be used only for the parking of permitted motor vehicles as provided in Section 12.7, and for no other use or purpose without the prior written consent of the Board.

5.4 **Easements in Gross**. The Condominium shall be subject to a perpetual easement in gross to the Association, acting through the Board, for ingress and egress to perform its obligations and duties as required by the Governing Documents.

5.5 **Streets, Walkway and Utility Easements**. Easements, as shown on the Plat, are established and dedicated for streets, walkways, sewers, drainage, electricity, gas, water, telecommunication and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage lines, gas mains, cable television, telephone, fiber optic and other telecommunications lines, and equipment and electrical conduits and wires over, under, along and on the Common Elements or LCEs.

5.6 **Effect of Easements**. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on any current and future Owner, occupant, holder of a Security Interest or other person having an interest in any portion of the Condominium property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE VI
UNIT OWNERS ASSOCIATION, BOARD OF DIRECTORS

The success of the Community is dependent upon the support and participation of every Owner in its governance and administration. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While many powers and responsibilities are vested in the Associations Board of Directors, some decisions are reserved for the Associations membership -- the Owners of Units in the Community.

6.1 Creation. There shall be a unit owners' association known as the Homeshire Condominium Association, which shall be organized as a Missouri nonprofit corporation under the NPCA, not later than the first conveyance of title to a Unit.

6.2 Membership. The membership of the Association at all times shall consist exclusively of all of the record Owners or, following termination of the Condominium under Section 15.6, of all former Owners entitled to proceeds under Section 448.2-118 of the Act, or their heirs, successors or assigns. Only a Member in Good Standing shall be entitled to exercise the privileges of membership in the Association.

6.3 Management. The operation of the Condominium shall be vested in the Association.

6.4 Authority. No Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association, unless authorized in writing by the Board.

6.5 Board of Directors. There shall be a Board of Directors (Board) which shall act on behalf of the Association except as expressly limited in the Governing Documents. The Board shall have the same meaning as the term Executive Board as used in Section 448.1-103(14) of the Act and shall be deemed to be the board of directors as said term is used in Section 355.015(2) of the NPCA.

Except for Directors appointed by the Declarant during the Period of Declarant Control as set forth in subsection (b), the Board shall consist of Owners other than the Declarant. The number of Directors shall be set in the By-Laws, provided that the number shall not be less than three (3).

(a) Qualifications of Directors. Except for Directors appointed by Declarant pursuant to subsection (b), for the purpose of serving as a Director, a Member (1) shall be a natural person who resides in the Condominium and (2) shall be a Member in Good Standing. A Member that is a corporation, partnership, limited liability company, trust or other artificial entity may serve on the Board as provided in the By-Laws, and shall otherwise satisfy the qualifications of this subsection (a).

(b) Election of Directors. The Directors shall be appointed or elected as follows:

(1) During Period of Declarant Control. For the purposes of this Declaration, the term Period of Declarant Control means the period commencing on the date of

recording of this Declaration until the earlier of (i) the date two (2) years after the date Declarant has ceased to offer any Unit for sale in the ordinary course of business, or (ii) the date upon which Declarant voluntarily transfers control of the Association, or (iii) the date sixty (60) days after Declarant has conveyed seventy-five percent (75%) of the Units which may be created to Owners other than Declarant. Notwithstanding the foregoing, however, the Period of Declarant Control shall terminate not later than four (4) years after the date this Declaration is recorded.

The Declarant shall appoint the Directors during the Period of Declarant Control as provided herein. At the time the Association is organized, the Declarant shall appoint three (3) Directors who need not be Owners to serve as the initial Board. No later than sixty (60) days after conveyance of twenty-five percent (25%) (of the maximum number of Units to be created) to Owners other than Declarant, a meeting of the Association shall be held at which time one (1) Director who is an Owner shall be elected, and the Declarant shall cause one (1) of its appointed Directors to resign.

(2) **After the Period of Declarant Control.** No later than sixty (60) days after conveyance of seventy-five percent (75%) (of the maximum number of Units to be created) to Owners other than Declarant, or such earlier date of expiration of the Period of Declarant Control as may occur under paragraph (b)(1) above, the Board shall call an annual or special meeting for the purpose of electing a Board of three (3) Directors. The terms of all Directors on the initial Board, whether appointed or elected, shall be deemed terminated effective upon said election meeting; provided, however, that the Declarant shall be entitled to serve as a Director *ex officio* so long as any of Declarant's rights under Article XI have not been fully exercised. The permanent Board shall serve as provided in the By-Laws.

(c) **Removal of Directors.** Except for Directors appointed by the Declarant, the Association may remove any Director as provided in the By-Laws.

6.6 Indemnification. Except as may be otherwise provided in the Act, NPCA, or the Governing Documents, and except for their intentional acts or gross negligence, the Members of the Association and Directors and officers of the Board, acting within their authority, shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their Common Expense Liability as Members of the Association and not to exceed the value of their respective Units.

6.6 By-Laws. The administration and operation of the Association shall be governed by the By-Laws, which shall at all times contain the minimum requirements specified in Section 448.3-106 of the Act unless provided for in this Declaration, which may be amended as provided in Section 14.2, and which need not be recorded.

ARTICLE VII
POWERS AND DUTIES OF THE ASSOCIATION

The Association shall be the entity responsible for governance and administration of the Community, for performance of certain maintenance responsibilities, enforcement of restrictions, and otherwise for implementation of this Declaration. The powers and duties of the Association, acting by and through the Board except for such matters reserved exclusively for the Owners, shall include those set forth in the Act and this Declaration. In addition, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Governing Documents.

The Association, acting through the Board, shall have such powers and duties as provided in the Act, including:

7.1 Access. The irrevocable right of access to each Unit and LCE, at reasonable hours except in emergency, as may be necessary for the maintenance, repair or replacement of the Unit, LCE or Common Element therein or accessible therefrom or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to LCEs or to another Unit, to enter a Unit or upon land without constituting a trespass, to prevent, abate or terminate any infringement of the Act or Governing Documents, at the expense of the offending party pursuant, which shall be collectable as an assessment under Article IX.

7.2 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association; and to levy and collect annual and special assessments from the Owners on behalf of the Association.

7.3 Utility Easements. The power to establish, grant and dedicate easements for public utilities, (including, but not limited to telecommunications systems) in addition to any shown on the Plat, and leases, licenses and concessions in, over and, through the Common Elements.

7.4 Contracting. The power to employ and terminate a managing agent and employees, to retain professional services, and to enter into contracts with others to carry out the responsibilities of the Association.

7.5 Rulemaking. The power to adopt and amend reasonable Rules, after notice and opportunity for the Owners to comment, to supplement and enforce the restrictions contained in Article XII. The Association has the power to require permits for particular use of the Common Elements, and to revoke same. The Board may adopt such other reasonable Rules, guidelines, policies and procedures for maintenance of the Condominium and administration of the Association without such prior notice and opportunity to comment. Association Rules shall provide for the health, comfort and welfare of the Owners, preserve and enhance the Condominium, and implement the intent and purposes of the Governing Documents, all in the best interests of the community as a

whole. All Owners, their families, tenants, mortgagees, occupants, guests and invitees shall be subject to such Rules, guidelines, policies and procedures.

7.6 Standing. The power to institute, defend or intervene in arbitration, litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Owners on matters affecting the Condominium, Association or the Community as a whole.

7.7 Penalties. The power (a) to impose interest and charges for late payment of assessments and (b) after notice and opportunity to be heard, to levy reasonable fines and/or penalties, including withdrawing the right to use the recreation facilities (if any) and/or the right to vote and to serve on the Board, for violations of the Governing Documents.

7.8 Administrative Charges. The power to impose reasonable charges upon an Owner for the preparation and recordation of amendments to the Declaration, resale information as may be requested, statements of unpaid assessments, changes in occupancy of the Units, and such other matters as may be requested or required of the Association. In the event any professional services are required by the Association in connection with a request by an Owner, the fees incurred for such services shall be recoverable from the Owner making the request.

7.9 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to, property insurance; workers compensation; liability insurance protecting the Association; directors' and officers' liability insurance; and, such other insurance coverage and other provisions as required by Section 448.3-113 of the Act and as set forth in the By-Laws, and the power to provide for the indemnification of the Directors and officers.

7.10 Borrowing. The power to borrow funds, including the right to encumber Association assets and to assign its rights to future income (including the right to receive assessments), with approval of a majority of the Owners.

7.11 Change of Use or Conveyance of Common Elements. Property owned by the Association, or portions of the Common Elements, may be changed to a different use by vote or agreement of Owners of Units to which at least two-thirds (2/3rds) of the votes in the Association are allocated (including the affirmative vote of any Unit which has an LCE within such portion of the Common Elements), or may be conveyed or subjected to a Security Interest by the Association by vote or agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated and otherwise as provided in Section 448.3-112 of the Act.

7.12 Restrictions on Use. The power to enforce the covenants and restrictions contained in this Declaration and any additional covenants and restrictions that may be adopted by the Association.

7.13 Compliance with Governmental Regulations. The power to take such actions as may be reasonable and necessary to comply with applicable ordinances, and other federal, state and local laws, statutes, ordinances and regulations.

7.14 Interpretation. The power and authority to interpret and construe, and to implement and to carry out the purposes and intentions of the Governing Documents for the benefit of the Community as a whole.

7.15 Limitations. The Board shall not have any power to amend the Declaration except as expressly provided in Section 14.1(e), to terminate the Condominium, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Directors, but the Board may fill vacancies in its membership until the next annual meeting.

7.16 General. The power to exercise such other powers as may be provided in the Act, its Articles of Incorporation or By-Laws, or the NPCA, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Condominium and the Association in the best interests of the Community as a whole.

ARTICLE VIII **COMBINING UNITS. RELOCATING BOUNDARIES**

No Units shall be combined, or Unit boundaries relocated, except as provided in this Article:

8.1 Combining Adjoining Units, Relocating Boundaries. Two (2) adjoining Units may be combined into a single Unit pursuant to Section 448.2-111 of the Act, and the boundaries between adjoining Units may be relocated pursuant to Section 448.2-112 of the Act. Thereafter, such new Unit or Units may be re-subdivided or re-configured only into the original Units as depicted on the Plat. The Owner(s) of the affected Units (the Applicant) shall apply for prior written consent of the Board as provided in this Article. Notwithstanding the foregoing, however, any such action shall be approved by local government and comply with all applicable local governmental codes.

8.2 Plans. Prior to the commencement of any work to do anything provided in Section 8.1, the Applicant shall submit plans to the Board, prepared by a licensed architect or engineer and in compliance with applicable local governmental building codes. Any plans affecting structural members of the Units or building wherein the Units are located shall be sealed by a licensed engineer. Any space occupied by any original boundary walls shall be removed from the Common Elements and shall be treated as part of the new Unit. The Allocated Interests of the new Unit shall be the same as those of the original Units.

8.3 Board Approval. Following receipt of a complete application, together with plans, the Board shall approve or reject said application within sixty (60) days, and shall give written notice to the Applicant accordingly. In the event the Board fails to act within the allotted time, as may be

reasonably extended for good cause, the application shall be deemed rejected. The Board may impose such conditions on approval as it deems reasonable and necessary, including by way of example and not of limitation, evidence of insurance by contractors, review by an independent architect or engineer, an escrow to secure completion and repair of any damages to Common Elements or other Units, a schedule for completion, and evidence of approval by local government.

8.4 Amendment. Upon completion of the work in substantial compliance with the Plans, the Board shall prepare and record the following:

(a) an amendment to the Declaration that identifies the Units involved and indicates the Associations consent. The amendment shall be executed by the Owner(s) of the affected Units and contain words of conveyance between them, and include approval by all holders of Security Interests in the affected Units. On recordation, the amendment shall be indexed in the name of the grantor and the grantee and the grantees index in the name of the Association.

(b) an amendment to the plat that shows the altered boundaries between the adjoining Units, and their dimensions and Identification Numbers.

8.5 Costs. All costs incurred by the Association in implementing this Article VIII, including by way of example and not of limitation, all professional fees and recording costs, shall be the responsibility of the Applicant. No work shall be commenced until all such costs are paid in full. Any failure by the Applicant to pay such costs shall be enforced and collected in the same manner as assessments under Article IX.

ARTICLE IX **ASSESSMENTS: LIABILITY AND COLLECTIONS**

9.1 Authority. The Association shall determine the amount of assessments and Common Expenses of the Association. An Owner, while he is Owner of a Unit, regardless of the manner in which he acquired title to his Unit, including without limit, purchase at a judicial sale, shall be liable for all assessments coming due that are imposed by the Association.

9.2 Common Expense Assessments Which May be Apportioned to Fewer Than All the Units. Notwithstanding the allocation of Common Expense Liability set forth in Section 4.2:

(a) Any Common Expense associated with the maintenance, repair, or replacement of any LCE shall be assessed against the Unit having the exclusive use of said LCE. If two (2) or more Units benefit from such LCE, the Board may assess the cost against such Units equally or on any other basis deemed equitable by the Board under the circumstances.

(b) Any Common Expense, the benefits of which accrue to less than all the Units may, in the Board's discretion, be assessed equally to each Unit or to the Units in the group benefitting therefrom.

(c) Any Common Expense for services provided by the Association to an individual Unit or group of Units at the request of such Owner(s) shall be assessed against the Unit(s) benefitting therefrom.

(d) Any higher insurance premium or increase in the premium attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(e) Fees, charges, late charges, fines, collection costs, interest and attorney's fees charged against an Owner pursuant to the Act and the Documents are enforceable as assessments.

(f) Assessments to pay a judgment against the Association shall be made only against the Owners of the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.

(g) Any Owner, following notice and opportunity to be heard, shall be liable for any damages to any person, any other Unit or LCE or to the Common Elements caused by intentional or negligent acts by him or his tenants, occupants, or employees, or by his failure or the failure of his tenants, occupants, or employees to properly maintain, repair or make replacements to his Unit or LCEs.

(h) If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

9.3 Preparation and Adoption of Budget.

(a) The Board shall deliver a proposed annual budget, including a statement of late fees and interest to be charged on delinquent accounts under Section 9.10, to the Owners and set a date for a meeting of the Owners to consider ratification. Unless at the meeting a majority of all the Owners entitled to vote reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(b) In the event that, at any time during the year, the Board shall determine that its estimate is insufficient to meet current operating expenses, or that a special assessment is required, the Board shall notify each Owner, in writing, as to the amount of the revised budget or special assessment, which shall then become effective as follows:

(1) In the event said revision or special assessment constitutes an increase in assessments of twenty-five percent (25%) or less of the current annual assessment, it shall be effective on the date stated in said notice, which date shall be not less than thirty (30) days after the

date of notice. Two or more revisions or special assessments concurrently in effect shall be treated in the aggregate.

(2) In the event said revision or special assessment constitutes an increase in assessments of more than twenty-five percent (25%) of the annual assessment, it shall be effective subject to approval as provided in Section 9.3(a). Two or more revisions or special assessments concurrently in effect shall be treated in the aggregate.

9.4 Certificate of Payment of Assessments. The Association, upon written request, shall furnish to an Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and each Owner.

9.5 Monthly Payment of Assessments. The annual assessment allocated to each Unit shall be an annual obligation of the Owner, which may be paid in equal monthly installments due on the first (1st) day of each month; any special assessment shall be due as may be determined by the Board and as otherwise provided in Section 9.3(b). Each Owner who acquires title to his Unit from the Declarant shall pay two (2) months installments of assessments at closing, for the purpose of establishing a working capital fund for the Association; said payment shall not be refundable, nor shall it be a substitute for payment of any installment of the annual assessments by the Owner arising after closing.

9.6 Acceleration of Common Expense Assessments. In the event of default for a period of sixty (60) days by any Owner in the payment of any annual or special assessment levied against his or her Unit that is payable in periodic installments, the Board shall have the right to declare the entire balance of the unpaid assessment to be immediately due and payable.

9.7 Accounting and Shortages. Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. Any surplus funds of the Association remaining after payment of or provision for Common Expenses, shall be paid or credited to the Owners in proportion to their Common Expense Liability. The Board, in its discretion, may transfer any or all surplus funds to reserves.

9.8 Personal Liability of Unit Owners. The Owner of a Unit at the time any assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

9.9 No Waiver of Liability. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made, or by reliance upon assertion of any claim against the Board, Association, Declarant, another Owner, or any third party.

9.10 Interest and Late Fees. Assessments and installments thereof shall bear interest from the due date until paid, at the rate of ten percent (10%) per annum, or any other legal rate (not exceeding 18%) adopted by resolution of the Board. If any Owner fails to pay his monthly installment within the time specified by the Board, the Board shall charge a late fee of Twenty-Five Dollars (\$25.00), or any other fee (not exceeding \$50.00) adopted by resolution of the Board. The Board may adopt and enforce such other reasonable charges as appropriate for the efficient and effective collection of assessments.

9.11 Priority of Mortgages. Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Act or the Governing Documents.

9.12 Lien for Assessments.

(a) In addition to each Owner's personal liability for assessments under Section 9.8, the Association has a lien against a Unit for any assessment imposed against an Owner under this Declaration from the time the assessment becomes due. Fees, charges, late charges, fines and interest, court costs and attorney's fees, and acceleration under Section 9.6, charged pursuant to the Act and the Governing Documents, are enforceable as assessments under this Article.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) except for up to six (6) months unpaid assessments, a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or material men's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to Section 513.475, Mo.Rev.Stat (homestead exemption).

(c) Pursuant to Section 448.3-116 of the Act, recording of this Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required, but may be done in the Board's discretion.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Section 9.12(a) creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) The Association's lien may be foreclosed in like manner as a power of sale under Chapter 443, Mo.Rev.Stat., in which event the Association shall designate a trustee to conduct said foreclosure and give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.

9.13 Costs and Fees. The Association, if it prevails in a judgment or decree in any action brought under this Article, shall be entitled to recover its costs and reasonable management fees and attorney's fees incurred in the action.

9.14 Enforcement. A judgment or decree in any action brought under this Article is enforceable by execution of the judgment.

9.15 Other Liens. The operation of other liens shall be governed by Section 448.3-117 of the Act.

ARTICLE X

MORTGAGEE PROVISIONS

The provisions of this Article are for the benefit of holders, insurers and guarantors of first Security Interests on Units in the Condominium, and shall apply to both this Declaration and the By-Laws, notwithstanding any other provisions contained therein. As used herein, the term Eligible Mortgagee shall mean any institutional holder, insurer, or guarantor of a first Security Interest in a Unit which provides a written request to the Association, stating the name and address of such holder, insurer or guarantor and the Identification Number of the Unit to which its Security Interest relates.

10.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more Security Interest(s) against his Unit, but only to the extent of such Owners Ownership Interest in the Common Elements.

10.2 Notices of Action. Any Eligible Mortgagee shall be entitled to a timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee;

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to the Security Interest of such Eligible Mortgagee, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

10.3 Special FHLMC Provisions. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the holders, insurers or guarantors of first Security Interests consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the Common Elements, directly or indirectly; provided, however, that the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subsection;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Unit;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Elements (the issuance and amendment or architectural standards, procedures, Rules, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Element losses for other than the repair, replacement or reconstruction of such property.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required by the Act or the Governing Documents for any of the actions contained in this Article.

Eligible Mortgagees which hold, insure or guarantee a first Security Interest may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and such Eligible Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

10.4 Liability for Assessments. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such

unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

10.5 Other Provisions for First Eligible Mortgagees. To the extent not inconsistent with the Act and other Missouri law:

(a) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Mortgagees of first Security Interests on Units to which at least fifty-one percent (51%) of the votes of Units subject to Security Interests held by such Eligible Mortgagees are allocated.

(b) Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgagees of first Security Interests on Units to which at least fifty-one percent (51%) of the votes of Units subject to Security Interests held by such Eligible Mortgagees are allocated.

10.6 Amendments to Documents. The following provisions do not apply to amendments or termination of the Condominium as a result of destruction, damage, or condemnation as provided in Section 10.5, or to the addition of land pursuant to Section 11.1.

(a) In addition to the consent of the Owners required under Section 15.7, the approval of the Eligible Mortgagees of first Security Interests on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a Security Interest appertain, shall be required to terminate the Condominium.

(b) In addition to the consent of the Owners required under Section 14.1, and of Declarant during the Period of Declarant Control, the approval of Eligible Mortgagees of first Security Interests on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Security Interest appertain, shall be required to materially amend or add any provision to the Declaration, By-Laws or Articles of Incorporation governing any of the following:

- (1) voting rights;
- (2) increases in assessments or limitations on such increases, assessment liens, or the priority of such liens;
- (3) reductions in reserves for maintenance, repair, and replacement of the Common Elements;
- (4) responsibility for maintenance and repairs;

- (5) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (6) redefinition of Unit boundaries;
- (7) convertibility of Units into Common Elements or vice versa;
- (8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property from the Condominium;
- (9) hazard insurance or fidelity bond requirements;
- (10) imposition of any new restriction on leasing of Units;
- (11) imposition of any new restriction on the right of an Owner to sell, transfer, or otherwise convey such Owners Unit;
- (12) establishment of self-management by the Association if professional management has previously been required by an Eligible Mortgagee; or
- (13) restoration or repair of the Condominium after damage or partial condemnation;
- (14) any provisions that are for the express benefit of Mortgage holders, guarantors, or insurers.

10.7 No Priority. No provision of the Documents gives or shall be construed to give any Owner or other party priority over any rights of a holder, insurer or guarantor of a first Security Interest of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

10.8 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer or guarantor of any Security Interest encumbering such Owners Unit.

10.9 Failure of Mortgagee to Respond. Any holder, insurer or guarantor of a Security Interest of a Unit who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from such Mortgagee within thirty (30) days of the date of the Associations request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

10.10 Construction of this Article. Nothing in this Article shall be construed to reduce the percentage vote that shall otherwise be obtained under this Declaration for any of the actions set out in this Article.

10.11 Inspection of Books. The Association shall permit any holder of a Security Interest to inspect the books and records of the Association subject to reasonable rules promulgated by the Board.

10.12 Financial Statements. The Association shall provide any holder of a Security Interest which submits a written request with a copy of the annual financial statement, at no charge.

10.13 Attendance at Meetings. Any representative of a holder of a Security Interest may attend any meeting which an Owner may attend.

10.14 Right to Cure Default. If any Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Owner's interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have all rights provided in Article IX. The holder of a Security Interest against any Unit shall give notice of default under such Security Interest to the Association at the same time as such notice is given to the defaulting Owner. The foregoing shall not be construed to require the holder of a Security Interest to receive permission from the Association to foreclose the lien of such Security Interest.

10.15 Lease. Notwithstanding anything to the contrary herein contained, the provisions of Section 12.12 governing leases shall not apply to impair the right of any first Mortgagee to: (a) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or (b) take a deed or assignment in lieu of foreclosure; or (c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

ARTICLE XI

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

11.1 Development Rights. Declarant reserves the right, but not the obligation, for a period of four (4) years following the date of recording this Declaration, and subject to the approval of the City of Wentzville, St. Charles County, Missouri as follows:

(a) To amend the Declaration and Plat, and exhibits thereto, without further approval and in compliance with the Act, to reflect any changes in the location, elevations, measurements or dimensions, and to correct any error in any recorded Declaration or Plat;

(b) To add Units and Common Elements and amend the Allocated Interests to each Unit as specified in Exhibit "C" hereof;

(c) To create a maximum total of sixty-five (65) Units, Common Elements and LCEs and to combine Units or convert Units into Common Elements within the Condominium.

(d) To enter into, create, reserve, or grant easements for utilities including but not limited to gas, electric, water, sewer, telecommunications, and access to such easements for the benefit of the Condominium.

The Development Rights reserved under this Section 11.1 may be exercised with respect to different portions of the Condominium at different times. Declarant makes no assurances with respect to the development of any portion of the Condominium depicted on the Plat as Future Development, including, but not limited to, whether the Declarant will exercise said Development Rights in subsequent phases or the order in which the development will occur.

11.2 Special Declarant Rights. Declarant, for its benefit, reserves the following Special Declarant Rights until all present and future Units of the Condominium have been completed and conveyed to third parties:

(a) To complete improvements indicated on the Plat;

(b) To exercise any Development Rights reserved in Section 11.1, and to use easements across the Common Elements for the purpose of making improvements within the Condominium.

(c) To sell the Units and to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of promoting the sale of Units in the Condominium;

(d) To maintain Units as sales, models, management, business and construction offices;

(e) To maintain and locate construction trailers and construction tools and equipment within the Condominium; and

(f) To appoint or remove any Director of the Board appointed by Declarant during and pursuant to the Period of Declarant Control as set forth in Section 6.5(b)(1).

11.3 Transfer of Rights. The Declarant, pursuant to Section 448.3-104 of the Act, may transfer, assign or convey any and all Special Declarant Rights to a successor declarant in a written instrument describing the affected rights and respective responsibilities of Declarant and successor declarant, which shall be recorded in the records of St. Charles County, Missouri.

ARTICLE XII
RESTRICTIONS ON USE

This Article contains certain restrictions on the use of Units, Common Elements and Limited Common Elements within the Condominium that are deemed reasonable for the preservation of an attractive residential community over time. The use of Units shall comply with all applicable ordinances of the City of Wentzville to the extent such are more restrictive.

12.1 Use and Occupancy. Each Unit shall be used solely for single-family residential purposes, including unmarried persons living together as a single family unit. The number of occupants shall comply with the occupancy limitations of applicable local government ordinances and codes.

12.2 Obstructions. There shall be no obstructions or storage on any portions of the Common Elements without the prior written consent of the Board. No clothes, laundry or other articles shall be placed or exposed in any portion of the Common Elements, except as may be provided by the Board.

12.3 Signs. No signs, advertisements, billboards, or advertising structures of any kind may be created or maintained on the Common Elements or displayed to public view from within any Unit, or LCE, except for reasonable signs pertaining to security systems, for sale signs and name and address signs on the exterior of the Unit. The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

12.4 Pets. No animals of any kind, other than household pets, shall be maintained in any Unit or in any other portion of the Condominium. The term household pets shall mean no more than a total of two (2) dogs, or two (2) cats or one (1) dog and one (1) cat (except for any dog or cat with vicious propensities), kept or maintained in any Unit. Each Owner shall clean up after his household pet, shall only allow the pet outside the Unit if it is securely leashed and accompanied by the Owner (not on a tether), shall be responsible for any damage done by the pet, and shall not keep any structure for a pet outside the Unit. An Owner may also keep household fish and birds in appropriate enclosures within the Unit. Helper pets required for a disabled resident shall be exempt from restrictions of this Section.

12.5 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or LCEs, nor shall anything be done which will become an annoyance or a nuisance (including but not limited to excessive noise from television, radios, sound reproduction equipment, musical instruments, shouting and such) to other Owners or occupants. No Owner shall permit or suffer anything to be done or kept in his Unit which will obstruct or interfere with the rights of other Owners or disturb them by unreasonable noises or otherwise, or permit any nuisance or illegal act in his Unit or upon the Common Elements or LCEs.

12.6 Commercial Use. Except as may be incidental to residential use (such as home office and telecommuting) and not create a nuisance or in any way impair the rights of any Owner and be in strict compliance with applicable ordinances, no industry, commercial activity, business, trade, occupation or profession of any kind, shall be conducted, maintained or permitted on any part of the Condominium without the prior written consent of the Board.

12.7 Vehicles and Parking. Except as expressly provided herein, no derelict, abandoned or unlicensed vehicle, or truck over one (1) ton, trailer, camper, mobile home, recreation vehicle, boat or boat trailer, or commercial vehicle, shall be kept on any portion of the Condominium unless parked or stored in a garage with the door closed. Provided, however, that the foregoing restriction shall not apply to temporary parking for loading and unloading of such vehicles by the Owner. No pickup truck shall be parked or stored in any portion of the Condominium with an open load in the trucks cargo area that is a nuisance by virtue of being unsightly or yielding offensive odors. Except for mechanical emergencies and washing, no repair or maintenance shall be allowed on any of the Common Elements, including but not limited to streets and driveway areas. Any vehicle in violation of this Section, including any vehicle that is parked illegally, may be removed at the Owners expense, after notice and opportunity to be heard, unless the Board determines that an emergency exists.

12.8 Satellite Dishes, Antennas: Each Owner may install: (a) a Device designed to receive direct broadcast satellite service which is one meter or less in diameter; (b) a Device designed to receive video programming services via multi-point distribution services which is one meter or less in diameter or diagonal measurement; or (c) a Device designed to receive television broadcast signals; provided that any such permitted Device is placed in the least conspicuous location on the Unit or LCE at which an acceptable quality signal can be received and is not visible from the street; or neighboring Unit(s) or is reasonably screened from the view of the street or adjacent Unit(s), unless such screening unreasonably interferes with the use of such permitted Device. No Owner may install any satellite dish, antenna and similar device (collectively, Device) for the transmission of television, radio, satellite or other signals of any kind, except that the Association shall have the right, without obligation, to erect or install and maintain any transmission Device or reception Device for the benefit of the Owners or a group of Owners.

12.9 Multiple Family Residential Use. No portion of the Condominium shall be used as a boarding house or rooming house, or for any purpose other than that of a multiple family residential development, nor shall any part of the Condominium be used for any purpose prohibited by law or ordinance.

12.10 Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board.

12.11 Trash Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board. The Board shall have the right to subscribe to a trash service for the use and benefit of the Association and all Owners and to require all Owners to place trash and garbage in containers located in areas designated by the Association. No incinerators shall be kept or maintained in the Condominium.

12.12 Leases. Except as to Units owned by Declarant, each lease of a Unit shall be subject to the following provisions, regardless of whether expressed in a written lease:

(a) Each lease agreement shall be in writing.

(b) Each lease agreement, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions: (1) the lease and lessee shall be subject to the provisions of the Act and Governing Documents; (2) any violation of the Act or the Governing Documents by the lessee shall be deemed a default of the lease; (3) the lease shall have a minimum initial term of at least twelve (12) months; (4) the Owner appoints the Association as his/her attorney-in-fact to enforce any violation by the lessee (except non-payment of rent); (5) the Owner shall furnish a copy of the lease and the names of all occupants to the Board at least five (5) days prior to the commencement date; and the Owner shall furnish a complete copy of the Governing Documents to the lessee prior to entering into the lease agreement.

12.13 Sale. There shall be no right of first refusal in the sale of a Unit. No interest in a Unit may be transferred, conveyed or sold on a time-share basis.

12.14 Abusive Behavior: No Owner or other occupant shall engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression, directed at other Owners or occupants, guests, invitees or Directors, or directed at management or its agents or employees, or contractors or vendors.

ARTICLE XIII **RELIEF AND REMEDIES**

13.1 Board Discretion. The decision to pursue enforcement action in any particular case shall be left to the Boards discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(a) The Associations position lacks sufficient strength to justify taking action; or

(b) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(c) Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) That it is not in the Associations best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule.

The Association, by contract or other agreement, may enforce applicable local governmental ordinances, and permit St. Charles County to enforce ordinances within the Condominium for the benefit of the Association and its Members.

13.2 Relief, Attorney's Fees. Pursuant to Section 448.4-117 of the Act, if any person subject to the Act and Governing Documents fails to comply with any provision of the Act or any provision of the Governing Documents, any persons or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any such provision. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In addition to any other remedy provided in the Act and Governing Documents, the Association may record a notice against the Unit describing the Owners violation. The Association, if it prevails, shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Act or the Governing Documents, whether or not the matter is adjudicated.

13.3 Alternative Dispute Resolution. Declarant, the Association and its officers, Directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, Bound Parties), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium or the Association without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit with respect to any claim described in Section 13.2 unless and until it has first submitted such claim to the alternative dispute resolution procedures as follows: except as may be preempted by state or federal law, and except for collection of any delinquent assessment, the parties to a dispute, claim, or failure to comply under Section 13.2 shall submit such matter to mediation by a disinterested mediator in accordance with the rules of the American Arbitration Association (AAA) or of any other organization mutually agreed upon by the parties. Any such dispute that is unresolved by mediation within sixty (60) days may be resolved as follows:

(a) by mutual agreement, the parties may submit to binding arbitration in St. Charles County, Missouri, in accordance with Chapter 435, Mo. Rev. Stat., and with the rules of the AAA or of any other organization mutually agreed upon by the parties. The cost of arbitration shall

be borne by equally by the parties and the arbitrator may award such costs and attorneys fees to the prevailing party as provided in Section 13.2. In the event arbitration as provided herein is mutually agreed upon, the result of such arbitration shall be binding and shall be enforceable in a court of competent jurisdiction; or

(b) either party may seek judicial relief as provided in Section 13.2.

ARTICLE XIV **AMENDMENTS TO DECLARATION**

14.1 Declaration: General. Subject to Articles X and XI and subsection (a) of this Section, and except in cases of amendments that may be executed by the Association under Section 448.1-107 of the Act, or by certain Owners under Article VIII of this Declaration and Section 448.2-118 and other provisions of the Act or Declaration providing a specific requirement for approval, this Declaration, including the Plat, may be amended with or without a meeting by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. No amendment may remove, revoke, or modify any right or privilege of the Declarant so long as Declarants Development Rights and Special Declarant Rights have not been fully exercised, without the written consent of Declarant. No such amendment shall reduce or modify the obligation of the Association with respect to maintenance or the power to levy assessments therefore, or to eliminate the requirement that there by an Association or Board unless adequate substitution is made, without the written consent of the Director of Planning of the City of Wentzville. In addition, the approval of Eligible Mortgagees shall be obtained to the extent required under Article X. Notice to the Owners of any proposed amendment shall state that fact, the subject matter, and include a copy of the proposed amendment.

(a) **By Declarant.** Prior to conveyance of the first Unit by Declarant to a third party, Declarant may unilaterally amend this Declaration. Thereafter, the Declarant may unilaterally amend this Declaration at any time to (1) bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination, (2) enable any reputable title insurance company to issue title insurance coverage on the Units, or (3) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as Declarant has not exercised all its Development Rights and Special Declarant Rights under the Declaration, the Declarant may unilaterally amend this Declaration for any other purpose, provided that any such amendment shall be subject to disapproval by the U.S. Department of Housing and Urban Development and/or the U.S. Department of Veteran Affairs if either such agency is insuring or guaranteeing residential loans within the Condominium.

(b) **Limitation of Challenges.** No procedural challenge to the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

(c) **Recordation of Amendments.** Each amendment to the Declaration shall be recorded in St. Charles County and the amendment is effective only upon recording, unless a later date is expressly set forth in the amendment.

(d) **Execution of Amendments.** An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, shall be executed by the President and certified by the Secretary on behalf of the Association.

14.2 By-Laws. The By-Laws may be amended as follows:

(a) **By Declarant.** Prior to conveyance of the first Unit by Declarant to a third party, Declarant may unilaterally amend the By-Laws. Thereafter, the Declarant may unilaterally amend the By-Laws at any time to (1) bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination, (2) enable any reputable title insurance company to issue title insurance coverage on the Units, or (3) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as Declarant has not exercised all its Development Rights under the Declaration, the Declarant may unilaterally amend the By-Laws for any other purpose, provided that any such amendment shall be subject to disapproval by the U.S. Department of Housing and Urban Development and/or the U.S. Department of Veteran Affairs if either such agency is insuring or guaranteeing residential loans within the Condominium.

(b) **By the Members.** So long as the Declarant is the Owner of Units representing an aggregate of ten percent (10%) or more of the Units in which votes in the Association are allocated, the By-Laws may be amended with the affirmative vote or written consent, or any combination thereof, of at least sixty-seven percent (67%) of the Members to which votes in the Association are allocated. Thereafter, the By-Laws may be amended by the affirmative vote, written consent, or any combination thereof by Members holding at least a majority of the total vote of the Association. In addition, the requisite approval of Eligible Mortgagees shall be obtained if required under Article X of this Declaration. Notice of any proposed amendment to the By-Laws shall state that fact, the subject matter, and include a copy of the proposed amendment. If any such amendment be proposed during the Declarant Control Period, approval of the Declarant shall be required.

(c) **Validity and Effective Date of Amendments.** Amendments to the By-Laws shall become effective upon recordation (if the By-Laws are recorded), or upon execution by the designated officers (if the By-Laws are not recorded), or, in either case, upon a later date if so specified therein. Any procedural challenge to an amendment must be made within six (6) months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

14.3 Declarant Rights. No amendment to this Declaration or the By-Laws may remove, revoke, or modify any right or privilege of the Declarant so long as Declarants Development Rights and Special Declarant Rights have not been fully exercised, without the written consent of Declarant.

14.4 Board Amendments. Notwithstanding anything to the contrary, the Board, on behalf of the Association, is authorized to amend this Declaration or the By-Laws to correct drafting or technical errors or to bring the Condominium into compliance with conditions imposed by lenders providing government-insured or guaranteed loans.

ARTICLE XV
GENERAL PROVISIONS

15.1 Validity.

(a) **Severability.** Invalidation of any one of the provisions of this Declaration or the By-Laws, by judgment, order or decree shall in no way affect any other provision of said Documents, each of which shall remain in full force and effect.

(b) **Rule Against Perpetuities.** The rule against perpetuities shall not be applied to defeat any provision of this Declaration of the By-Laws.

(c) **Compliance With Statutes.** This Declaration and the By-Laws are intended to comply with the requirements of the Act and NPCA. In the event of any conflict between said documents and the provisions of the statutes, the provisions of the Act shall control.

(d) **Marketable Title.** Title to a Unit is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the Declaration to comply with the Act. Whether or not a substantial failure impairs marketability shall not be affected by the Act.

15.2 Covenant Against Partition. So long as the Condominium is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and no Owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separated. Any deed, lease, mortgage or other instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for boundary adjustment

permitted in Article VIII herein, no Owner shall by deed, plat or otherwise, subdivide or attempt to cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-Owners, if a co-Owner has legal right thereto, except that any such partition shall be in kind.

15.3 Compliance with Documents. All Owners, tenants, mortgagees and occupants of Units shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of said documents are accepted and ratified by such Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Office of Recorder of the County of St. Charles, State of Missouri are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

15.4 Limitation of Liability. The liability of each Owner for Common Expenses shall be limited to his Common Expense Liability in accordance with the Act, this Declaration and the By-Laws. An Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his Common Expense Liability, and shall not exceed the value of his Unit. Each Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

15.5 Condemnation. If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable only in accordance with Section 448.1-107 of the Act.

15.6 Sale or Termination. Except in the case of taking all of the Units by eminent domain, the Condominium may be sold or terminated only by agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated and pursuant to Section 448.2-118 of the Act.

15.7 Merger and Consolidation. This Condominium may be merged or consolidated with one or more condominiums in accordance with Section 448.2-121 of the Act.

15.8 Construction. The provisions of the Governing Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for a first-class residential condominium community and for the effective operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular shall include the plural.

15.9 Captions. The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Governing Documents nor the intent of any provision thereof.

15.10 Waiver. No provision contained in the Governing Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 5th day of JANUARY, 2004.

McBRIDE-MONTEREY HOMES, INC.,
a Missouri corporation,

BY: [Signature]
Title: VICE PRESIDENT

McBRIDE-MONTEREY HOMES, INC.

Attest:

[Signature]
ASST. Secretary DONNA L. KLESE

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

On this 5th day of JANUARY, 2004, before me appeared JAMES E. PIPEL, SR. to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRES. of McBride-Monterey Homes, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation, and that he/she acknowledged said instrument to be his/her free act and deed.

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

[Signature]
Notary Public

My Commission Expires:

TERRY J. BROMMELSSICK
Notary Public - Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. SEPT. 7, 2007

HOMESHIRE CONDOMINIUM

EXHIBIT A

LEGAL DESCRIPTION

2004010800022230 40/42
Bk:DE3755 Pg:1005

A tract of land being in Fractional Section 29, Township 47 North, Range 2 East of the Fifth Principal Meridian, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of Parcel One conveyed to Oakley Lane L.L.C. as recorded in Deed Book 2958, Page 774, said corner also being the Southwest corner of property conveyed to Roy R. and Madonna J. Thoele, as recorded in Deed Book 1025, Page 676 of St. Charles County Records, thence South 86 degrees 17 minutes 22 seconds East 900.50 feet to the Southeast property corner of Lot 3 of Schmucker Subdivision Block Two a subdivision according to the plat recorded in Plat Book 5, page 15 of said records; thence South 00 degrees 33 minutes 10 seconds East 380.77 feet; thence South 89 degrees 31 minutes 00 seconds West 896.63 feet; thence along the East line of Oakley Lane (50 foot wide, private drive), North 00 degrees 43 minutes 48 seconds West 446.62 feet to the POINT OF BEGINNING, containing 8.521 acres, more or less as per survey by Bax Engineering during April, 2002.

HOMESHIRE CONDOMINIUM
EXHIBIT B
CONDOMINIUM PLAT
(recorded separately)

HOMESHIRE CONDOMINIUM
EXHIBIT C
ALLOCATED INTERESTS

The Allocated Interests for all Units are based on equality as provided in Article IV of the Declaration.

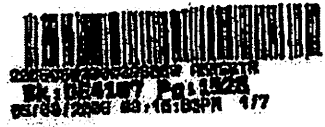
<u>Building</u>	<u>Unit</u>	<u>Address</u>	<u>Percentage</u>
1	A	102 Homeshire Court	33.33%
	B	104 Homeshire Court	33.33%
	C	106 Homeshire Court	<u>33.33%</u>
TOTAL	3		100.00%

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PAGE 01



CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Janice Jensen

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RECORDING MEMORANDUM

Instrument: 18th Amendment to Declaration of Homeshire Condominium

Grantor: McBride & Son Homes, Inc.
One McBride Corporate Center Drive
Chesterfield, MO 63005

Grantee: Homeshire Condominium Association
c/o McBride & Son Homes, Inc.
One McBride Corporate Center Drive
Chesterfield, MO 63005

Date: April 27, 2005

Legal Description: Declaration of Homeshire Condominium, recorded on January 4, 2004 in Book 3755, Page 966 of the records of St. Charles County, Missouri (Exhibit "A" attached hereto)

County: St. Charles County, Missouri

Return to: Mr. Marvin J. Nodiff
Law Office of Marvin J. Nodiff, P.C.
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989, ext. 11

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**HOMESHIRE CONDOMINIUM
EXHIBIT A
LEGAL DESCRIPTION**

A tract of land being in Fractional Section 29, Township 47 North, Range 2 East of the Fifth Principal Meridian, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of Parcel One conveyed to Oakley Lane L.L.C. as recorded in Deed Book 2958, Page 774, said corner also being the Southwest corner of property conveyed to Roy R. and Madonna J. Thole, as recorded in Deed Book 1025, Page 67 of St. Charles County Records, thence South 86 degrees 17 minutes 22 seconds East 901.50 feet to the Southeast property corner of Lot 3 of Schmucker Subdivision Block 7 of a subdivision according to the plat recorded in Plat Book 5, page 15 of said records; thence South 00 degrees 33 minutes 10 seconds East 380.77 feet; thence South 89 degrees 31 minutes 00 seconds West 896.63 feet; thence along the East line of Oakley Lane (50 foot wide, private drive), North 00 degrees 43 minutes 48 seconds West 446.62 feet to the POINT OF BEGINNING, containing 8.521 acres, more or less as per survey by Bax Engineering during April, 2002.

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**18th AMENDMENT TO DECLARATION OF
HOMESHIRE CONDOMINIUM**

THIS AMENDMENT to the Declaration of Homeshire Condominium is made and executed by McBride & Son Homes, Inc., a Missouri corporation (Declarant) this 27 day of April, 2005.

WHEREAS, Homeshire Condominium (Condominium) has been created subject to the Missouri Uniform Condominium Act, Sections 448.1-101, et seq., Mo. Rev. Stat. (Act), by virtue of the Declaration of Homeshire Condominium, as recorded on January 4, 2004 in Book 3755, Page 966 of the records of St. Charles County, Missouri as amended (A Declaration); and

WHEREAS, certain real property comprising the Condominium was subjected to the Act and Declaration, as more particularly described in Exhibit "A" attached to the Declaration and a copy of which is attached hereto and incorporated by reference herein; and

WHEREAS, said property has been subdivided into Units and Common Elements by virtue of the Plat of Homeshire Condominium as recorded in Plat Book 40, Page 277 of the records of St. Charles County, Missouri, as amended ("Plat"); and

WHEREAS, pursuant to Article XI of the Declaration, Declarant is authorized to amend the Declaration to add Units and Common Elements to the Condominium and to subject same to the provisions of the Act and the Declaration, to change the number of Units, and to change the Allocated Interests of the Units; and

WHEREAS, Declarant, by this Amendment, desires and intends to amend the Declaration to exercise said rights and to accomplish said purposes, as more particularly set forth hereinbelow.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained in the Declaration, and the right and authority granted Declarant therein, said Declaration is amended as follows:

1. The Building and Units identified below together with all Common Elements appurtenant thereto, are hereby created and added to the Condominium, and subjected to the Act and the Declaration. Said improvements are located within the Property described in Exhibit A attached to the Declaration.

<u>Building</u>	<u>Unit Number</u>	<u>Street Address</u>
10	33	145 Homeshire Drive
10	34	143 Homeshire Drive
10	35	141 Homeshire Drive

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2. The Plat referred to in Exhibit A of the Declaration is amended by virtue of the HomeShire Condominium Plat of Building 10" as separately recorded on _____ in Plat Book _____, Page(s) _____ of the records of St. Charles County, Missouri.

3. The schedule of Allocated Interests in Exhibit C of the Declaration is deleted, and a new Exhibit C is substituted in lieu thereof. Said new Exhibit C is attached hereto and incorporated by reference herein.

4. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant, by its duly authorized officers, has executed this Amendment to the Declaration of HomeShire Condominium on the day and year first above written.

MCBRIDE & SON HOMES, INC.,
a Missouri corporation,

By:

Title:

[Handwritten signature]
[Handwritten title]

Attest:

[Handwritten signature]
ASST. Secretary *[Handwritten name]*



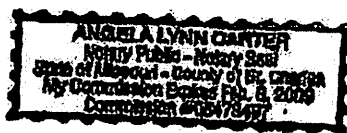
STATE OF MISSOURI
COUNTY OF St. Louis } SS

On this 27th day of April, 2006, before me appeared JEFFREY BROWN to me personally known, who, being by me duly sworn, did say that he/she is the President of McBride & Son Homes, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation, and that he/she acknowledged said instrument to be his/her free act and deed.

IN WITNESS 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.

[Handwritten signature]
Notary Public

My Commission Expires:





**HOMESHIRE CONDOMINIUM
EXHIBIT C
ALLOCATED INTERESTS**

The Allocated Interests for all Units are based on equality as provided in Article IV of the Declaration.

<u>Building</u>	<u>Unit Number</u>	<u>Street Address</u>	<u>Allocated Interest</u>
1	1	102 Homeshire Drive	1.538%
1	2	104 Homeshire Drive	1.538
1	3	106 Homeshire Drive	1.538
2	4	108 Homeshire Drive	1.538
2	5	110 Homeshire Drive	1.538
2	6	112 Homeshire Drive	1.538
2	7	114 Homeshire Drive	1.538
3	8	116 Homeshire Drive	1.538
3	9	118 Homeshire Drive	1.538
3	10	120 Homeshire Drive	1.538
4	11	122 Homeshire Drive	1.538
4	12	124 Homeshire Drive	1.538
4	13	126 Homeshire Drive	1.538
4	14	128 Homeshire Drive	1.538
5	15	130 Homeshire Drive	1.538
5	16	132 Homeshire Drive	1.538
5	17	134 Homeshire Drive	1.538
6	18	136 Homeshire Drive	1.538
6	19	138 Homeshire Drive	1.538
6	20	140 Homeshire Drive	1.538
6	21	142 Homeshire Drive	1.538
7	22	144 Homeshire Drive	1.538
7	23	146 Homeshire Drive	1.538
7	24	148 Homeshire Drive	1.538
7	25	150 Homeshire Drive	1.538
8	26	152 Homeshire Drive	1.538
8	27	154 Homeshire Drive	1.538
8	28	156 Homeshire Drive	1.538
8	29	158 Homeshire Drive	1.538

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<u>Building</u>	<u>Unit Number</u>	<u>Street Address</u>	<u>Allocated Interest</u>
9	151	136 Homeshire Drive	1.538
9	149	138 Homeshire Drive	1.538
9	147	140 Homeshire Drive	1.538
*10	33	145 Homeshire Drive	1.538
*10	34	143 Homeshire Drive	1.538
*10	35	141 Homeshire Drive	1.538
11	36	139 Homeshire Drive	1.538
11	37	137 Homeshire Drive	1.538
11	38	135 Homeshire Drive	1.538
11	39	133 Homeshire Drive	1.538
12	40	231 Homeshire Circle	1.538
12	41	229 Homeshire Circle	1.538
12	42	227 Homeshire Circle	1.538
13	43	225 Homeshire Circle	1.538
13	44	223 Homeshire Circle	1.538
13	45	221 Homeshire Circle	1.538
13	46	219 Homeshire Circle	1.538
14	47	216 Homeshire Circle	1.538
14	48	218 Homeshire Circle	1.538
15	49	220 Homeshire Circle	1.538
15	50	222 Homeshire Circle	1.538
15	51	224 Homeshire Circle	1.538
16	52	204 Homeshire Circle	1.538
16	53	206 Homeshire Circle	1.538
16	54	208 Homeshire Circle	1.538
17	55	210 Homeshire Circle	1.538
17	56	212 Homeshire Circle	1.538
17	57	214 Homeshire Circle	1.538
18	58	217 Homeshire Circle	1.538
18	59	215 Homeshire Circle	1.538
18	60	213 Homeshire Circle	1.538
18	61	211 Homeshire Circle	1.538

05/26/2006 10:02 6362409789
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MCBRIDE ST CHARLES
SECURITY TITLE * MCBRIDE ST CHARL 007/010
TIA

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BR:DE4167 Pg:1532

<u>Building</u>	<u>Unit Number</u>	<u>Street Address</u>	<u>Allocated Interest</u>
19	62	209 Homeshire Circle	1.538
19	63	207 Homeshire Circle	1.538
19	64	205 Homeshire Circle	1.538
19	65	203 Homeshire Circle	1.538
	65		100.00%

*Added by his Amendment

05/26/2006 10:02 6362409789
05/05/2005 18:01 FAX 888 240 5584
05/05/2005 03:21 6363972756

MCBRIDE ST CHARLES
SECURITY TITLE + MCBRIDE ST CHARL 008/010
TIA PAGE 08



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5-2
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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Jonathan Jones

RECORDING MEMORANDUM

Instrument: Certificate of Substantial Completion for Homeshire Condominium Building Number 10, Units #33, 34, 35

Grantor: McBride & Son Homes, Inc.
One McBride Corporate Center Drive
Chesterfield, MO 63005

Grantee: Homeshire Condominium Association
c/o McBride & Son Homes, Inc.
One McBride Corporate Center Drive
Chesterfield, MO 63005

Date: April 27, 2005

Legal Description: Declaration of Homeshire Condominium, recorded on January 4, 2004 in Book 3755, Page 966 of the records of St. Charles County, Missouri (Exhibit "A" attached hereto)

County: St. Charles County, Missouri

Return to: Mr. Marvin J. Nodiff
Law Office of Marvin J. Nodiff, P.C.
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989, ext. 11

**CERTIFICATE OF SUBSTANTIAL COMPLETION
HOMESHIRE CONDOMINIUM**

I, the undersigned, a licensed and registered architect or engineer in the State of Missouri, hereby certifies that the following improvements are substantially complete pursuant to Sections 448.2-101.2 and 448.4-120 of the Missouri Uniform Condominium Act, Mo. Rev. Stat. (1999), in that all structural components and mechanical systems of all buildings containing or comprising any units are substantially completed in accordance with the plans, and that all units in the buildings are substantially completed and ready for occupancy:

Homeshire Condominium, St. Charles County, Missouri:
Building Number 10 and Units numbered as follows:

Unit Number	Street Address
33	145 Homeshire Drive
34	143 Homeshire Drive
35	141 Homeshire Drive



Date of issuance: April 27, 2005

By: [Signature]
President
Glantz & Assoc.

STATE OF MISSOURI)
COUNTY OF St. Louis) ss

On this 27th day of April, 2005, before me appeared Barry Glantz, to me personally known, who being by me duly sworn, did say that he has executed said instrument, and that he/she acknowledged said instrument to be his/her free act and deed.

IN WITNESS 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.

[Signature]
Notary Public





**HOMESHIRE CONDOMINIUM
EXHIBIT A
LEGAL DESCRIPTION**

land being in Fractional Section 29, Township 47 North, Range 2 East of the
Meridian, St. Charles County, Missouri, and being more particularly
as follows:

the Northwest corner of Parcel One conveyed to Oakley Lane L.L.C. as
Deed Book 2958, Page 774, said corner also being the Southwest corner of
conveyed to Roy R. and Madonna J. Thiels, as recorded in Deed Book 1025,
St. Charles County Records, thence South 86 degrees 17 minutes 22 seconds
to the southeast property corner of Lot 3 of Schumaker Subdivision
according to the plat recorded in Plat Book 5, page 15 of said
thence South 00 degrees 35 minutes 10 seconds East 380.77 feet; thence South
21 minutes 00 seconds West 896.68 feet; thence along the East line of Oakley
(a private drive), North 00 degrees 43 minutes 48 seconds West 446.62
POINT OF BEGINNING, containing 8.521 acres, more or less as per survey
conducted during April, 2002.

RECORD AS IS

BY-LAWS
OF
HOMESHIRE CONDOMINIUM ASSOCIATION

**BY-LAWS
of
HOMESHIRE CONDOMINIUM ASSOCIATION**

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