

# **DECLARATION OF COVENANTS**

## **CONDITIONS AND RESTRICTIONS FOR**

### **PATRIOT'S LANDING SUBDIVISION**

THIS DECLARATION, made this 19TH day of OCT. 1994, by

Kaplan Development and Investment Co., a Missouri corporation ("Developer").

WITNESSETH:

WHEREAS, Developer owns all of that certain tract of real estate located in O'Fallon, Missouri, as such tract is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Developer desires to create on the Property a residential community and to this end Developer believes it to be desirable to subject the Property, together with such additions as may be hereinafter made thereto in accordance with the terms hereof, to the covenants, conditions, restrictions, easements, charges and liens provided for in this Declaration, each and all of which is and are for the benefit of the Property and each owner thereof; and

NOW, THEREFORE, the Developer hereby declare that the Subdivision and any parts thereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Subdivision and be binding on all parties having any right, title or interest in and to the Subdivision or any part thereof and shall inure to the benefit of each owner thereof and their respective heirs, legatees, personal representatives, successors and assigns.

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#### **ARTICLE I - Declaration Word Meanings**

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

1. "Assessment Year" shall mean January 1st through December 31st of each year.
2. "Association" shall mean and refer to the Patriot's Landing Homeowners Association, a Missouri Not-for-Profit corporation, its successors and assigns.
3. "Common Area" or "Common Areas" shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, the area identified as "Detention Area" as designated on the Plat and all other area described on the Plat as "Common Ground"
4. "Developer" shall mean and refer to Kaplan Development and Investment Co., a Missouri corporation.

5. "Directors" or "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

6. "Dwelling" or "Dwellings" shall mean and refer to the single-family dwellings constructed or to be constructed upon the respective Lots.

7. "Lot" or "Lots" shall mean and refer to the separately designated and numbered lots shown on the Plat, each of which contain or shall contain a single Dwelling, or the separately designated and numbered lots indicated on any supplemental plat of property subjected to this Declaration from time to time.

8. "Owner" or "Owners" shall mean and refer to the record owner; whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

9. "Plat" shall mean and refer to the plat of Patriot's Landing recorded in Plat Book 32, Page 95 at the Office of Recorder of Deeds for St. Charles County, Missouri, a copy of which is being recorded simultaneously with this Declaration and is incorporated herein by reference, and which Plat reflects, among other matters, the Lots, the Common Area and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.

10. "Subdivision" shall mean and refer to the Property, as shown on the Plat, together with such additional parcels of real estate which may be subjected to this Declaration from time to time by amendment in the manner provided herein.

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## **ARTICLE II - Property Subject to This Declaration and Additions Thereto**

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

2. Addition to Existing Property. The Developer may from time to time cause additional properties from the real property legally described on Exhibit B to be made subject to the terms of this Declaration and any future modifications thereof by executing and recording an amendment to this Declaration, provided that the Developer shall be under no obligation to add additional land to the Subdivision.

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## **ARTICLE III - Membership and Voting Rights in the Association**

1. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

2. Votes. All Owners, including Developer with respect to unsold Lots, shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If any Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.

3. Proxies. At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy

holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first Board of Directors shall be named in the Articles of Incorporation and until the Developer closes upon the sale of fifty percent of the Lots in the Subdivision, the Developer shall have sole authority to appoint each of the Directors. Within sixty (60) days after the closing of the sale of fifty percent of the Lots in the Subdivision, or at such earlier time as Developer may elect. Developer shall cause the Directors to call a meeting of the Association for the purpose of allowing Owners other than the Declarant to elect one-third of the Directors. Within sixty (60) days after the closing of the sale of ninety-five percent of the Lots in the Subdivision to be sold by Developer, or at such earlier time as Developer may elect, Developer shall cause the Directors to call a meeting of the Association for the purpose of allowing Owners other than the Developer to elect two-thirds of the Directors. Within sixty (60) days after the sale of the last Lot in the Subdivision to be sold by Developer, the Developer shall cause the Directors to call a meeting of the Association for the purpose of allowing the Owners to elect all of the Directors. Thereafter, the annual meeting of the Owners shall be held on the same day and hour of each year on the anniversary date of such meeting at which all Directors are elected by Owners other than Developer or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five days before such meetings to all Owners and Directors, if such Directors are not Owners and to those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

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

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## **ARTICLE IV - Budget, Assessments, Subdivision Lien**

1. Creation of the Subdivision Lien Except for the Developer as provided hereinbelow, each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) regular assessments and charges ("Assessments"), and

(2) special assessments ("Special Assessments ") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and Improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of

the person who was the Owner of such Lot at the time the Assessment or Special Assessment became due. Notwithstanding the foregoing, no Assessments or Special Assessments shall be charged against Lots owned by Developer and the Developer shall not have any obligation to pay Assessments or Special Assessments relating to Lots owned by Developer at any time.

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

3. Establishment of Budget and Assessments.

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

b. Until commencement of the first Assessment Year after Developer has transferred control of the Subdivision pursuant to Article III, Section 4 hereof, the Owners of each Lot shall pay, on or before the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual budget for each Assessment Year as estimated by the Developer and approved by the Directors. Notwithstanding any term, condition, or provision of this Declaration to the contrary, in the event the Developer does not prepare such estimated budget, the Assessment shall be One Hundred Dollars (\$100) per Lot per year, provided, further, as set forth hereinabove, the Developer and all Lots owned by the Developer or any builder approved by Developer shall be exempt from any and all Assessments and Special Assessments payable under this Declaration.

c. Upon commencement of the first Assessment Year after Developer has transferred control of the Subdivision pursuant to Article III, Section 4 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, Provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments to the managing agent or as may be otherwise directed by the Directors.

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

e. In the event that during the course of any Assessment Year, it shall appear to the Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such Assessment Year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental budget shall be made available to each Owner and, notwithstanding any provision hereof to the contrary, any additional Assessment necessary to cover such deficiency shall be levied in a fair and equitable manner within the sole discretion of the Directors.

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

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

6. Commencement of Annual Assessments. Each Owner shall pay his first annual Assessment upon the closing of the purchase of his Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein.

7. Non-Payment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo. In addition to the foregoing, the Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area.

8. Unexpended Assessments and Special Assessments. All funds paid from time to time by Owners for Assessments and Special Assessments, from time to time on hand and unexpended shall be deemed to be owned equally and in common by the Owners.

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

10. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100) to cover the costs of preparing the filing or recording of such release.

11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) All properties to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Area as defined in Article I, Section 1 hereto; (c) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; (d) all Lots owned by the Developer or any builder approved by Developer.

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

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## **ARTICLE V - Board of Directors**

1. NUMBER AND TERM. The Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) persons, with each person elected by a majority vote of a quorum of Owners. Except as otherwise provided herein, each Director shall hold office for the term of one year and until his successor shall be elected and qualified.

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

ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and results shall be announced to the Owners by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owners at the addresses of the Owner(s) then on file with the Association.

3. Qualifications. Except for Directors appointed by the Developer, Directors shall be elected from among the Owners, shall be Owners, and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.

4. Vacancies. Except as provided for in Article III, Section 4 hereof, any vacancy occurring in the Board of Directors shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above.

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

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

7. Quorum. A majority of the number of Directors fixed by this Declaration as the full Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Directors. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one present, may successively adjourn the meeting from time to time, not to exceed thirty days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

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

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

10. Powers and Duties. The Subdivision and affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise, control, direct and manage the Subdivision, affairs and activities of the Association, to determine the policies of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. Without limiting the generality of the foregoing, the Board of Directors may:

(a) administer the affairs of the Association and of the Subdivision;

(b) engage, if deemed necessary or appropriate, the services of a professional managing agent who shall manage and operate the Subdivision for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(c) formulate policies for the maintenance, management, operation, repair and replacement of the Subdivision and improvements and obtain such services that provide for the public health, safety and welfare of the Subdivision as the Directors may consider advisable;

(d) adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision and improvements, and to amend such rules and regulations from time to time;

(e) provide for the maintenance, management, operation, repair and replacement of the Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, removal of plants, maintenance, repair and replacement of street lights located within or adjacent to street right of ways (unless such maintenance, repair and replacement shall be performed by a municipal entity), and maintenance, repair and replacement of improvements located within the Common Areas ;

(f) provide for payments for all maintenance, management, operation, repair and replacement of the Subdivision and improvements and also the payment of any assessment pursuant to this Declaration, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;

(g) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);

(h) consider and approve or reject any and all plans and specifications (except those of Developer) for alterations to and construction of Dwellings and improvements on the Lots;

(i) estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such common expenses, as hereinafter provided;

(j) collect funds owing to the Association from persons or entities other than Owners who, by provision of this Declaration, are entitled to use the Common Areas and who are obligated to share in expense for the improvement and maintenance of the Common Area;

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

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

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

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

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

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

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

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

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

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

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

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## **ARTICLE VI - Architectural Control Committee**

1. Review by Committee. Except as provided hereinbelow, no Dwelling, building, fence, wall, other structure, construction or reconstruction of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, demolition, change, expansion or alteration thereto or thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and proposed final grades and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee. Until transfer of control of the Association from Developer to Owners as provided hereinabove, the Board shall be composed of three members selected by the Developer, who shall serve until replaced by Developer, in Developer's sole discretion. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or its successor whichever happens to be acting at the time. In the event said Committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Notwithstanding any term, condition or provision of this Declaration to the contrary, neither the Developer, any builder designated by Developer nor any Dwelling, building, fence, wall, other structure, construction or reconstruction of any kind proposed or commenced, erected or maintained by Developer or such builder in the Subdivision, or any addition, demolition, alteration, change or expansion thereof or thereto undertaken by Developer or such builder shall be subject to review or approval by the Architectural Control Committee, the same being absolutely exempt from the requirements of this Section.

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

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## ARTICLE VII - Use Restrictions

1. General Provisions. All of the Subdivision shall be subject to the following restrictions and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions which run with the land and are perpetual and appurtenant to the Lots:

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

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

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

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

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

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

(g) Animals and Livestock: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that such household pets do not

exceed two (2) in number per Dwelling on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City of O'Fallon, Missouri, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas. Under no circumstances shall any dog be left outside or boarded out of doors during the hours from sunset to sunrise the next day.

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

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

(j) Laundry Poles: No permanent poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed or constructed on any Lot. Temporary poles for attaching wires or lines for the purpose of handling laundry thereupon are permitted, but no such pole shall be erected for longer than a twelve (12) hour period.

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

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

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

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

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

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

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

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

(s) Zoning Compliance: Except as this Declaration may more strictly require, each Owner shall maintain his Lot and Dwelling In compliance with all zoning ordinances and subdivision regulations of the City of O'Fallon, Missouri.

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

(u) Private Driveways: All private driveways leading from streets to any garage on any Lot shall be paved with concrete, asphaltic concrete, or Romanstone concrete pavers, and installed and constructed according to generally accepted engineering principles and procedures.

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

(w) Gardens in Common Areas: Except for the initial development by the Developer, the Board of Directors shall as it, in its sole discretion, deems appropriate, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. The Association may, by vote of Owners having a majority of a quorum of votes in the Association, establish and set aside such portions of the Common Areas as they shall deem appropriate for the establishment of community gardens, and the Association shall promulgate the rules and conditions under which such

community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas except as specifically provided herein.

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

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

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

(1) Dog grooming;

(2) Provision of care, instruction or training of more than five (5) children, at one (1) time, not including the occupants of the Dwelling, whether or not for profit;

(3) Any wholesale, jobbing or retail business unless it is conducted entirely by mail and/or telephone and does not involve the receipt, sale, shipment, delivery or storage of merchandise on or from the Dwelling;

(4) Any manufacturing business;

(5) Any repair shop operating on or from the Dwelling;

(6) A clinic or hospital;

(7) A barber shop or beauty parlor;

(8) A stable, animal hospital, dog kennel or dovecote;

(9) A restaurant;

(10) Any activity that produces noxious matter or employs or produces flammable matter; and

(11) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office. Notwithstanding the foregoing or any other provision to the contrary in this Declaration, Developer or Developer's successor in interest may seek to rezone the property legally described on Exhibit C at some future date to a C-1 Commercial designation to permit a library or a day care center to operate on such property. In the event Developer, or any successor in interest to Developer, seeks such rezoning or to use said property for a library or day care center, Developer reserves the right, for itself and its successors and assigns, to release such property from this Declaration by executing an amendment to this Declaration and recording the

same in the office of the St. Charles County Recorder of Deeds, Each Owner, by acceptance of a deed to such Owner's Lot, for such Owner and such Owner's heirs, personal representatives, successors and assigns, agrees to consent to such rezoning and not to interpose any objection to the same in any proceeding relating thereto.

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

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

Ranches or one story 1,100 square feet

Two-story 1,100 square feet

Split-level 1,100 square feet on top floor

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

(d) Building Lines: No part of any Dwelling shall be located on any Lot nearer to the front street or the side street that is the front building line or the side building line shown on the Plat; nor shall any part of any Dwelling be located on a Lot nearer than six (6) feet to the side property line nor nearer than twenty-five (25) feet to the front property line. Provided, however, the following enumerated parts of any Dwelling may project over the above-described front, side and rear lines, for the distance shown, to-wit:

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

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

(3) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building line not to exceed six (6) feet.

(e) Occupancy Prior to Completion of Residence: No Dwelling may be occupied until a final occupancy permit is obtained from the City of O'Fallon, Missouri or other applicable governmental authority having jurisdiction over the Subdivision.

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

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

(h) Frontage: All Dwellings shall front on the street on which they are located as shown on the Plat unless otherwise approved by the Architectural Control Committee. Dwellings located on corner lots shall front or present a good appearance on both streets unless otherwise approved by the Architectural Control Committee,

(i) Exterior Walls: The exterior walls of all Dwellings shall be constructed of wood or wood products, clay, brick, rock, stone, or vinyl siding, in an attractive manner and of good workmanship, provided however, that if the exterior walls of any Dwelling are constructed of wood or wood products, the same shall be painted or stained.

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

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## ARTICLE VIII - Easements

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

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

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

4. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to the Developer and any builder approved by Developer a perpetual and nonexclusive easement over all Lots and any Common Area, for a distance of ten (10) feet behind any Lot line which parallels a street for the

purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

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## ARTICLE IX - Property Rights

### 1. Common Areas

a. Obligations of the Association. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, as it may be amended and/or supplemented from time to time, shall have the right to and shall be responsible for, the exclusive management and control of the Common Areas and improvements thereon, together with the fixtures, equipment, and other personal property of the Association related thereto.

b. Owners' Easements and Rights of Enjoyment. Subject to the terms and provisions of this Declaration: (i) each Owner, and such Owner's family, guests and invitees shall have a nonexclusive, perpetual right and easement of ingress, egress, use and enjoyment over, across, upon, in and to the Common Areas, which easement shall include, without limitation, the right of access to and from, and use of, the Common Areas and the right to use utility, water, sewer, drainage and pending easements therein. Such right and easement shall be appurtenant to and shall pass with the title to each Lot that is part of the Subdivision, shall not be severable therefrom, and shall be subject to the following provisions:

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

(ii) the right of the Association to suspend any Owner's voting rights and right of such Owner, his family, guests and invitees to use the recreational facilities for any period during which any assessment against such Owner's Lot remains unpaid; and the right to suspend the same for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(iii) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed advisable by the Association;

(iv) the right of each other Owner and such Owner's family, guest and invitees, to the open, unimpeded and unobstructed use of the Common Areas, as provided in this Article;

(v) the easements, uses, limitations, conditions, reservations and restrictions hereinafter provided in this Declaration; and

(vi) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners. Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Areas in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them.

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

d. Conveyance of Title. Title to the Common Areas shall be conveyed to the Association no later than the date by which two-thirds of the Directors are elected by Owners as provided in Article III, Section 4 hereof. Upon termination of the Declaration, title to the Common Areas shall vest in the then Owners as tenants in common, The rights of such tenants shall only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership in the Common Area, as no interest in the Common Area shall be conveyed by any such tenant except in conjunction with the sale of such tenant's Lot.

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## **ARTICLE X - General Provisions**

1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the Owners of the Lots has been recorded, agreeing to change or terminate said covenants, conditions and restrictions in whole or in part.

2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last-known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

3. Enforcement. The Association, the Directors, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Directors or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5. Amendments. After the period of Developer control of the Association has passed to the Owners as provided in Article III Section 4 hereof, this Declaration may be amended by an instrument signed by the Board of Directors pursuant to a Resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision. Prior to such date, this Declaration may only be amended by approval of the Developer, which amendment shall be evidenced by an instrument signed by the Board of Directors and setting forth such approval. Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri.

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

KAPLAN DEVELOPMENT AND INVESTMENT CO., a Missouri corporation

By: (signed Leonard Kaplan) Its: Pres.

STATE OF MISSOURI

COUNTY OF ST. CHARLES

On this 19th day of October , 1994, before me appeared

Leonard Kaplan, to me personally known, who, being by me duly sworn, did say that he is the President of Kaplan Development and Investment Co., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Leonard Kaplan acknowledged said instrument to be the free act and deed of said corporation.

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

(signed; Timothy J. Boul)

Notary Public

My term expires: June 24, 1997

Notary Seal

STATE OF MISSOURI

FILED FOR RECORD Oct. 19, 1994

BOOK 1706 PAGE 1513

## **Updated Covenants**

The following are the updated articles, paragraphs, and sections that have been updated. Only what is listed below has changed. All other covenants remain in effect.

Article V, Paragraph 1

Article V, Paragraph 6

Article VII, Paragraph 1, Section (e)

Article VII, Paragraph 1, Section (g)

Article VII, Paragraph 1, Section (h)

Article VII, Paragraph 2, Section (j)

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PAGES: 22

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

\*ELECTRONICALLY RECORDED\*

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- A. That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- B. That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- C. That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

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- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

NOW THEREFORE, the Board of Directors and Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

**Article V, Paragraph 1, as originally recorded is hereby deleted, in its entirety, and amended to read as follows:**

1. Number and Term. The Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) persons, with each person elected by a majority vote of a quorum of owners. Except as otherwise provided herein, each Director shall hold office for a term of two years, and a lifetime maximum of ten years, and until his successor shall be elected and qualified.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION on the day and year first written, in accordance with the Declaration.

The space below has been intentionally left blank,

Signature pages to follow.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION on the day and year first written, in accordance with the Declaration.

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

PATRIOT'S LANDING HOMEOWNERS' ASSOCIATION

By: [Signature]  
STEVE L. VAGO, Director

By: [Signature]  
Robert Medley, Director

By: [Signature]  
Ian Grant, Director

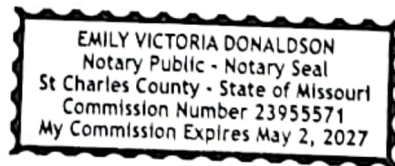
STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. CHARLES )

On this 3<sup>rd</sup> day of November, 2023 before me personally appeared Steve L. Vago, Robert Medley, and Ian Grant, who being by me duly sworn, did say that they are Directors of the PATRIOT'S LANDING HOMEOWNERS ASSOCIATION and that the foregoing was executed for the purpose stated herein, and said Directors acknowledged that they executed this instrument in behalf of said Association as their free act and deed.

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

[Signature]  
Notary Public

My Commission Expires:



2023R-045703

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PAGES: 22

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

\*ELECTRONICALLY RECORDED\*

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**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- A. That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- B. That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- C. That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

NOW THEREFORE, the Board of Directors and Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

**Article V, Paragraph 6, as originally recorded is hereby deleted, in its entirety, and amended to read as follows:**

6. Removal. Any Director may be removed from office by Owners having simple majority of the votes in the Association.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION on the day and year first written, in accordance with the Declaration.

The space below has been intentionally left blank,

Signature pages to follow.

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

PATRIOT'S LANDING HOMEOWNERS' ASSOCIATION

By: [Signature]  
STEVE L. VAGO, Director

By: [Signature]  
Robert Medley, Director

By: [Signature]  
Ian Grant, Director

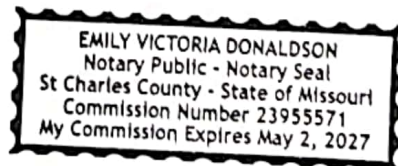
STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. CHARLES )

On this 3<sup>rd</sup> day of November, 2023 before me personally appeared Steve L Vago, Robert Medley, and Ian Grant, who being by me duly sworn, did say that they are Directors of the PATRIOT'S LANDING HOMEOWNERS ASSOCIATION and that the foregoing was executed for the purpose stated herein, and said Directors acknowledged that they executed this instrument in behalf of said Association as their free act and deed.

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

[Signature]  
Notary Public

My Commission Expires:



2023R-045707

11/06/2023 09:30:41 AM

\$ 87.00

PAGES: 23

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

\*ELECTRONICALLY RECORDED\*

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- (a) That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- (b) That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- (c) That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- (d) That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- (a) That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- (b) That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- (c) That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- (d) That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

NOW THEREFORE, the Board of Directors and Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

**Article VII, Paragraph 1, Section (e), as originally recorded is hereby deleted, in its entirety, and amended to read as follows:**

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION on the day and year first written, in accordance with the Declaration.

The space below has been intentionally left blank,

Signature pages to follow.



2023R-045704

11/06/2023 09:30:38 AM

\$ 81.00

PAGES: 21

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

\*ELECTRONICALLY RECORDED\*

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- A. That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- B. That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- C. That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

**AMENDMENT TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- A. That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- B. That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- C. That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

NOW THEREFORE, the Board of Directors and Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

**Article VII, Paragraph 1, Section (g), as originally recorded is hereby deleted, in its entirety, and amended to read as follows:**

(g) Animals and Livestock: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the City of O'Fallon, Missouri, relating to the supervision, control, responsibility, and maintenance of animals and/or pets in residential areas.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION on the day and year first written, in accordance with the Declaration.

The space below has been intentionally left blank,

Signature pages to follow.

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

PATRIOT'S LANDING HOMEOWNERS' ASSOCIATION

By: [Signature]  
STEVE L. VAGO, Director

By: [Signature]  
Robert Medley, Director

By: [Signature]  
Ian Grant, Director

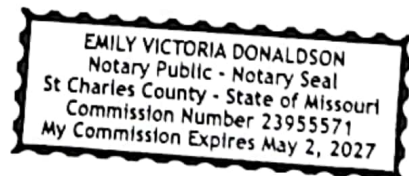
STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. CHARLES )

On this 3<sup>rd</sup> day of November, 2023 before me personally appeared Steve L. Vago, Robert Medley, and Ian Grant, who being by me duly sworn, did say that they are Directors of the PATRIOT'S LANDING HOMEOWNERS ASSOCIATION and that the foregoing was executed for the purpose stated herein, and said Directors acknowledged that they executed this instrument in behalf of said Association as their free act and deed.

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

[Signature]  
Notary Public

My Commission Expires:



2023R-045705

11/06/2023 09:30:39 AM

\$ 84.00

PAGES: 22

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: CGRAF

\*ELECTRONICALLY RECORDED\*

**AMENDMENT TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- A. That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
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- C. That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- A. That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
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- C. That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- D. That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

NOW THEREFORE, the Board of Directors and Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

**Article VII, Paragraph 1, Section (h), as originally recorded is hereby deleted, in its entirety, and amended to read as follows:**

(h) Parking of:

- i. BOATS/with trailer, TRAVEL TRAILERS, MOTOR HOMES, including but not limited to watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, sailboards, canoes, kayaks, campers, and house trailers can be located in the driveway or front of the full-time resident's dwelling for a periods of twenty-four hours (24 hrs.) for the sole purpose of loading/unloading. This is not to exceed four (4) times during a calendar month. Full-time residents must have the boat, vessel, motorboat, sailboat, recreational vehicles (RVs), camper pop-ups properly licensed and registered to the owner to the dwelling. No persons are to live in any of these recreational devices during the 24hr period.
- ii. VEHICLES including but not limited to: All-terrain vehicles (ATVs), Utility Task Vehicles/Side-by-Side (UTVs), golf carts, sleds, jet skis, motorcycles, motorized bicycles, motor-tricycles, dirt bikes, minibikes, tractors, truck tractors, trailers, shall not be parked, placed, or stored outside of any Dwelling provided.

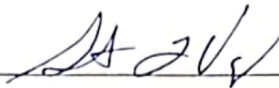
This shall not prohibit the parking in the driveway on the Lot of no more than: four (4) passenger cars if the dwelling has a two-car garage; Six (6) passenger cars if the dwelling has a three-car garage. Trucks are not to exceed 1 ton in weight.


All vehicles containing commercial advertising on the exterior thereof are restricted from parking in the driveway or in front of the full-time resident's dwelling. Including those vehicles licensed to the Owner of the Dwelling or a full-time resident thereof. However, the use of a solid-colored magnet to cover all commercial lettering is allowed.

Notwithstanding the foregoing, such restriction on parking shall not apply (1) during periods of approved constructions on the Lot, and (2) to temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other commercial services for a period not to exceed twenty-four (24) hours.

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

**PATRIOT'S LANDING HOMEOWNERS' ASSOCIATION**

By:   
STEVE L. VAGO, Director


By:   
Robert Medley, Director

By:   
Ian Grant, Director

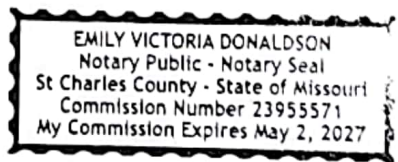
STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF ST. CHARLES )

On this 3<sup>rd</sup> day of November, 2023 before me personally appeared Steve L. Vago, Robert Medley, and Ian Grant, who being by me duly sworn, did say that they are Directors of the PATRIOT'S LANDING HOMEOWNERS ASSOCIATION and that the foregoing was executed for the purpose stated herein, and said Directors acknowledged that they executed this instrument in behalf of said Association as their free act and deed.

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

  
Notary Public

My Commission Expires:



2023R-045706  
11/06/2023 09:30:40 AM  
\$ 84.00  
PAGES: 22  
CERTIFIED-FILED FOR RECORD  
MARY E. DEMPSEY  
RECORDER OF DEEDS  
ST. CHARLES COUNTY, MISSOURI  
BY: CGRAF  
\*ELECTRONICALLY RECORDED\*

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, (hereinafter "Amendment") is made and entered into this 3<sup>rd</sup> day of November, 2023, by the Board of Directors and Owners of PATRIOT'S LANDING SUBDIVISION.

**RECITALS:**

- (a) That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
- (b) That the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of Deeds of St. Charles County, Missouri. That said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION is hereinafter referred to as the "Declaration."
- (c) That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- (d) That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PATRIOT'S LANDING SUBDIVISION**

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**RECITALS:**

- (a) That PATRIOT'S LANDING SUBDIVISION is a property located in St. Charles County, Missouri, as recorded in Plat Book 32 Pages 95-99 and 136-142 of the Office of the Recorder of Deeds of St. Charles County, Missouri.
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- (c) That pursuant to Article X, Paragraph 5 of said Declaration, the Declaration "...may be amended by an instrument signed by the Board of Directors pursuant to a resolution passed and approving said amendment following approval by a majority of the Owners of Lots in the Subdivision ... Any amendment must be recorded with the Recorder of Deeds of St. Charles County, Missouri."
- (d) That the Board of Directors and a majority of Owners of Lots in PATRIOT'S LANDING SUBDIVISION have voted in favor of this Amendment.

NOW THEREFORE, the Board of Directors and Owners hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION, recorded in Book 1706 Pages 1487-1513 of the Office of the Recorder of deeds of St. Charles County, Missouri, as follows:

**Article VII, Paragraph 2, Section (j), as originally recorded is hereby deleted, in its entirety, and amended to read as follows:**

(j) Swimming Pools: In-ground pools or above-ground pools shall be allowed, provided, (i) solid fences or other screening devices built of new material and of a decorative character shall be erected to a height of four (4) feet for the purpose of screening any pool, (ii) the plans and specifications for said fence or screening material and a sketch showing the proposed location of the same shall be approved in advance by the Architectural Control Committee with respect to (a) the quality of materials, (b) harmony of external design with existing Dwellings and improvements, (c) their proximity to other Dwellings and improvements. To this restriction, a swimming pool is defined as a pool intended for swimming or recreational bathing, being more than 24 inches in depth or having a surface area of 250 square feet or greater.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR PATRIOT'S LANDING SUBDIVISION on the day and year first written, in accordance with the Declaration.

The space below has been intentionally left blank,

Signature pages to follow.

