

THE VILLAGES OF PHEASANT POINT
DEVELOPED BY FLOWER HOMES, INC.
DECLARATION AND ESTABLISHMENT
OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS

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DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS

THIS DECLARATION made this 12th day of November, 1984, by and between FLOWER HOMES, INC., a Missouri corporation, hereinafter sometimes referred to as "Declarant" and Pheasant Point Homeowners Association, Inc., a Missouri not-for-profit corporation, hereinafter sometimes referred to as the "Association."

WITNESSETH THAT:

WHEREAS, Declarant is the Owner of certain real property located in the City of O'Fallon, County of St. Charles, State of Missouri and desires to create thereon a planned community to be known as "THE VILLAGES OF PHEASANT POINT" with open spaces, recreational facilities, streets, roads, walkways and other common facilities for the benefit of said community; and

WHEREAS, the final development plan for THE VILLAGES OF PHEASANT POINT has been approved by Ordinance No. 1167 by the City of O'Fallon, Missouri and Declarant desires to develop THE VILLAGES OF PHEASANT POINT in phases as generally indicated on such final development plan (as such final development plan may be amended from time to time) as a coordinated development of detached single family dwellings and attached single family dwellings and Declarant may from time to time subdivide additional land which it may subject to the terms and conditions of this Declaration;

WHEREAS, Declarant has caused a portion of the real property owned by Declarant to be subdivided, and the plat of such subdivision is designated as THE VILLAGES OF PHEASANT POINT - PHASE I, and recorded in Plat Book 24 Page 37 of the office of the Recorder of Deeds of St. Charles County, Missouri;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein, and further in consideration of the advantages to Declarant and the future Owners, Declarant declares that the land described in the Plat and such additions thereto as may hereinafter be made pursuant to the provisions of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth:

SECTION 1. STATEMENT OF PURPOSE.

1.1 In General. The Declarant has an overall plan for the development of Pheasant Point which includes the land described in the Plat and additional land as described in the Final Development Plan which additional land may be subjected to the conditions and restrictions of this Declaration from time to time by Declarant. There have been designated and established on the plat certain easements and certain common areas for the purpose of constructing, maintaining and operating various utilities (including electric, water, sanitary sewer and storm water facilities), open space recreational areas, streets, street lights, walkways and other facilities for the benefit of the Owners. It is the general purpose and intention of this Declaration to create a means of cooperation between Owners in Pheasant Point among themselves and under certain circumstances with property owners of adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety and welfare and for the establishment of a harmonious atmosphere and common interests and to provide for facilities and recreational

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activities directed to making for a wholesome spirit of neighborly understanding and cooperation; and to ensure the attractiveness of development of Pheasant Point and to preserve, protect and enhance the values and amenities of Pheasant Point by the adoption of a sound urban environmental plan and set of restrictions to govern Pheasant Point and to provide for the maintenance of the open spaces, recreational facilities, streets, street lights, walkways and other common facilities.

1.2 Style and Theme. In furtherance of the general purpose and intent of this Declaration, the Declarant intends to provide for and create a coordinated harmonious style and theme of construction and architecture throughout Pheasant Point.

1.3 Covenants and Restrictions. All reservations, limitations, conditions, easements and covenants contained herein (sometimes referred to as "Covenants and Restrictions") are jointly and severally for the benefit of Declarant, the Association and all of the persons who may purchase, hold or own, from time to time, any of the several Lots covered by this Declaration. The Conditions and Restrictions contained herein are declared and agreed to be in furtherance of a plan for the development, improvement and sale of the Lots in Pheasant Point and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the Lots in favor of each and all other Lots; to create a privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and shall, as to the Owners of such Lots, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other such Lots and parcels of land in Pheasant Point and their respective Owners, present and future.

1.4 Reservations by Declarant. Declarant specifically reserves unto itself the right and privilege prior to the sale by it of any particular Lot or parcel of land within Pheasant Point to designate any such Lot or parcel of land as being for use as an attached dwelling or detached dwelling, commercial, office or for some other use or purpose other than single family residential and, where necessary, to apply to the appropriate governmental bodies for such zoning classification or authority without approval or consent of any other Owner.

SECTION 2. DEFINITIONS.

When used in this Declaration the following terms shall have the following meanings:

2.1 "Articles" means the Articles of Incorporation of the Association and any amendments thereof.

2.2 "Association" means Pheasant Point Homeowners Association, Inc., a Missouri not-for-profit corporation.

2.3 "Board" means the Board of Directors of the Association.

2.4 "By-laws" means the By-laws of the Association.

2.5 "Common Properties" means those areas of real property, including improvements, and personal property designated as such on the Plat or owned by the Association or in which the Association has easement, license or other occupancy or use rights, as an appurtenance to any of the Lots or otherwise, and which are

intended to be devoted to the common use and enjoyment of the Owners, including, without limitation, parks, open spaces, playgrounds, streets or alleys which have not been dedicated to the public use, subdivision entrance areas and monuments, street lights, storm water control easement areas and facilities, paths, walkways, club houses, swimming pools, golf courses, tennis courts, and other facilities for the benefit in common of such owners.

2.6 "Covenants and Restrictions" means all reservations, limitations, conditions, easements and covenants contained in this Declaration.

2.7 "Declarant" means Flower Homes, Inc. and those successors or assigns designated by its as successor or assign with respect to any or all rights herein reserved or granted to Declarant.

2.8 "Declarant Board" means the Board designated by Declarant as provided in Subsection 4.5.2 of this Declaration.

2.9 "Declaration" means this Declaration and Establishment of Conditions, Reservations and Restrictions and any amendments hereto made hereafter.

2.10 "Director" means a member of the Board.

2.11 "Dwelling" means a building designed and constructed primarily for occupancy as residential living space. A Dwelling includes any garages, car ports, porches, patios and decks used in connection therewith.

2.12 "Improvements" means all buildings, out buildings, roads, driveways, parking areas, fences, retaining and other walls, planters, landscaping, poles, antennae, gas, electric, water, sewer and other utility lines and facilities, and any other structures of any type or kind.

2.13 "Individual" means a natural person.

2.14 "Interim Board" means the Board designated by Declarant as provided in Subsection 4.5.3 of this Declaration.

2.15 "Lot" shall mean any parcel of real property shown as a numbered lot on the Plat and shall include any improvements thereon.

2.16 "Mortgage" and "Mortgagee" shall mean any mortgage or deed of trust and any mortgage under such mortgage or trustee or beneficiary under such deed of trust.

2.17 "Owner" means any person or persons, including Declarant, who holds fee simple title to any Lot.

2.18 "Permanent Board" means the Board elected by Owners as provided in Subsection 4.5.4 of this Declaration.

2.19 "Person" means any natural person, corporation, partnership, trust or other legal entity authorized by law to hold legal title to real property.

2.20 "Pheasant Point" or "The Villages of Pheasant Point" means all that real property situated in St. Charles County, Missouri, as shown and depicted on the Plats thereof, and includes all improvements thereon.

2.21 "Plat" means the Plat recorded at Plat Book 24 Page 37 of the Office of the Recorder of Deeds of St. Charles County, Missouri, and any additions and modifications thereto from and after the date upon which such additions and modifications are recorded.

2.22 "Single Family Attached Dwelling" means those Dwellings which are constructed for occupancy by one family and which share one or more party walls with other Dwellings. Lots 501 thru 508 inclusive, as depicted on the Plat are Lots for construction of Single Family Attached Dwellings and are also known as Class A Lots.

2.23 "Single Family Detached Dwellings" means those Dwellings which are constructed for occupancy by one family and which do not share any party walls with any other Dwellings. Lots 101 thru 110 inclusive, as depicted on the Plat are Lots for construction of Single Family Detached Dwellings and are also known as Class B Lots.

SECTION 3. PROPERTY SUBJECT TO THIS DECLARATION.

3.1 Original Property Subject to Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Charles County and is more particularly described in the Plat. No other or additional real property shall be subject to the Covenants and Restrictions of this Declaration until such time as such real property is made specifically subject hereto by the recording of any amendment to this Declaration as provided in this Section 3. In spite of the fact that additional real property may be described in the Final Development Plan (or any amendments thereto), no Owner shall have any right in any such additional real property and no such additional real property shall be subject to this Declaration unless and until it is made specifically subject hereto by the recording of an amendment as provided in this Section 3.

3.2 Additional Property. The Declarant, at its sole discretion, may (but shall have no obligation) from time to time, add to the real property subject to this Declaration such real property as is now owned or hereafter owned or approved for addition by the Declarant. The additions authorized under this Subsection 3.2 shall be made by executing and filing of record in St. Charles County an instrument executed by Declarant which shall extend this Declaration to such additional real property. Said instrument shall set forth which additional Lots shall be Class A and Class B Lots and may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property and as are not inconsistent with the scheme of this Declaration and may limit the availability of the Common Properties, or portions thereof, including a prohibition of the use thereof, to such added real property.

SECTION 4. PHEASANT POINT HOMEOWNERS ASSOCIATION.

4.1 In General. The Association is a Missouri not-for-profit corporation organized to further and promote the common interest of Owners of Lots in Pheasant Point. The Association shall have such powers in the furtherance of its purpose as are set forth in its Articles and By-laws, and shall have all of the rights, privileges, duties and liabilities as are prescribed under this Declaration.

4.2 Membership. The Declarant and every person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall automatically be a member of the Association. Membership shall confer certain rights and privileges as described in this Declaration. Any person who holds an interest in any Lot or real property subject to this Declaration merely as security for the performance of an obligation shall not be a member of the Association.

4.3 Voting Rights.

4.3.1 There shall be one (1) vote for each Lot at meetings of the members of the Association. When more than one (1) person are Owners of a Lot, the vote of all such persons shall be exercised as they determined amongst themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If there is a multiple Owner of any Lot, the Owners shall file a written statement with the Board designating the person or persons authorized to vote on behalf of such Owners and the fractional shares, if any, to be voted by such person. If the Owners of a Lot fail to file such statement with the Board then any Owner present at a meeting of the Association may cast the vote for such Lot and if more than one (1) Owner is present the one (1) vote shall be divided in equal fractional shares amongst the Owners present at the meeting. Any designation shall remain in effect until revoked in writing and filed with the Board.

4.3.2 The voting rights of any Owner shall be suspended for so long as the Owner is more than 90 days delinquent in the payment of any assessment due under this Declaration.

4.3.3 The Board of Directors of the Association shall be elected solely by Declarant until the occurrence of either event stipulated in Subsection 4.5 hereof, whichever first occurs, after which the Board of Directors shall be elected as provided in Subsection 4.5 hereof.

4.3.4 For purposes of electing Directors to the Permanent Board of Directors, there shall be two classes of Owners. Class A Owners shall be Owners of Single Family Attached Dwellings and Class B Owners shall be Owners of Single Family Detached Dwellings.

4.3.5 If an Owner is a corporation, partnership or trust, then the vote for such Owner shall be cast by such officer, director, partner, trustee, employee or agent thereof as may be designated in writing to the Board by the board of directors, partners or trustees of such Owner (as the case may be), on such forms as may be prescribed by the Board.

4.3.6 At all meetings of the Association, the Owners may vote in person or by proxy. All proxies shall be in writing on such forms as may be prescribed by the Board and shall be filed with the Board. Every proxy shall be revocable and shall automatically terminate upon the conveyance of the Lot to a new Owner.

4.4 Association Meetings.

4.4.1 The first annual meeting of the Association shall be held on the first Wednesday of May following the date upon which the Declarant Board is terminated. Thereafter annual meetings shall be held on the first Wednesday of May each year. If the day scheduled for any annual meeting of the Association is a legal holiday, the meeting will be held on the next business day following. The Board may in its discretion designate another day during the months of April, May or June for any annual meeting.

4.4.2 Special meetings of the Association may be called at any time by the Board or by Owners of not Less twenty-five percent (25%) of the Lots in the Subdivision.

4.4.3 Annual and special meetings shall be held at such hour and such place within Pheasant Point as shall be designated in the notice thereof.

4.4.4 Written notice of annual and special meetings of the Association shall be given to the Owners by, or at the direction of the Board or other persons entitled to call such meeting. Notice may be given in any one of the following manners: (i) mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to the Owners addressed to the address of each Lot or to such other address as may be supplied by an Owner; or (ii) posting no less than four signs, each at least two feet by three feet in size, throughout Pheasant Point in areas reasonably calculated to give notice to all Owners, at least thirty (30) days prior to the date of such meeting; or (iii) delivery of written notice at least fifteen (15) days prior to the date of such meeting to each Lot or such other address as an Owner may otherwise designate in writing. Any notice of an annual or special meeting shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4.5 The presence, in person or by proxy, at any meeting of ten percent (10%) of the Class A Owners and ten percent (10%) of the Class B Owners shall constitute a quorum for the transaction of business. If a quorum is not represented at any meeting, the Owners thereat shall have the power to adjourn the meeting from time to time, without notice, until a quorum shall be present or represented. Unless otherwise provided for herein, any action to be taken by vote of the Owners shall be approved by a majority of the votes present or represented at a meeting where a quorum is present or represented.

4.4.6 The president of the Board (or other person designated by the Board) shall act as chairman of any Association meeting and the secretary of the Board (or other person designated by the Board) shall act as the secretary of the meeting.

4.5 Board of Directors.

4.5.1 The affairs of the Association shall be managed by the Board of Directors. Except as to the Declarant Board, the Board shall be comprised of three individuals.

4.5.2 The Declarant Board shall consist of Declarant or such person or persons (not exceeding a total of three (3)) who may be designated from time to time by the Declarant. The Declarant Board shall serve as Directors until the first to occur of the following events: (i) Declarant has sold or conveyed all of the Lots in Pheasant Point (including all real property which may be added after the date of this Declaration) to persons or entities other than a successor builder or developer; or (ii) Declarant elects to terminate the Declarant Board. Upon the occurrence of either of the foregoing events, the Declarant Board shall terminate and Declarant shall designate the Interim Board as provided in Subsection 4.5.3 hereof. During the period of service of the Declarant Board, Declarant may remove, replace or substitute any Director without cause and for any reason and the removal, replacement or substitution of any Director on the Declarant Board shall not be a termination of the Declarant Board.

4.5.3 Upon termination of the Declarant Board, the Declarant shall designate three (3) individuals who shall be Owners (one or more of which may include representatives of Declarant if Declarant is then an Owner) to constitute the Interim Board of Directors. The Interim Board shall serve until a first annual meeting of the Association at which time the Permanent Board shall be elected.

4.5.4 The Permanent Board shall be elected by the Owners at the annual meetings of the Association as hereinafter provided. The Permanent Board shall be comprised of one individual who is a Class A Owner ("Class A Director"), one individual who is a Class B Owner ("Class B Director") and one individual who is either a Class A or Class B Owner ("Director-at-large"). The nominee for each Director position who receives the most votes (whether or not a majority of the votes cast) shall be elected to that position. The Directors elected at the first annual meeting of the Association shall be elected for an initial term as follows: (i) Class A Director, for an initial term of one year; (ii) Class B Director, for an initial term of two years; and (iii) Director-at-large, for an initial term of three years. Thereafter, at each subsequent annual meeting, each successor Director shall be elected to serve for a term of three years, so that the terms of the Directors comprising the Permanent Board will be staggered. Each successor Director shall be elected from the same Class of Owners as the Director who is being succeeded.

4.5.5 Should any Director on the Interim Board or Permanent Board cease to be an Owner or if he should die, resign or suffer other disability, his term of office shall thereupon automatically terminate and the majority of the remaining Board shall appoint a successor to complete the unexpired term of such Director. Such successor must be appointed from the same Class of Owners as the Director being succeeded. A Director on the Interim Board or Permanent Board may be removed for cause by a vote of the majority of all Owners of Lots (as opposed to a majority of the votes represented at a meeting). Notwithstanding the foregoing, the Owners, by a three-fourths (3/4) vote of all Owners of Lots present or represented at any meeting of the Owners at which a quorum is present, may remove any Director on the Interim Board or Permanent Board. When a Director on the Interim Board or Permanent Board is removed by vote of the Owners, his successor shall be elected at a special meeting of the Association provided that his successor shall be elected from the same Class of Owners as the Director being succeeded. The Declarant retains the right to remove at will and replace Directors and Officers on the Declarant Board and the Owners shall have no right to remove or replace any Director on the Declarant Board.

4.5.6 There shall be Officers of the Board consisting of a president, secretary and treasurer and, if desired by the Board, a vice-president and assistant secretary, and such other Officers as the Board may desire from time to time. Each Officer shall be a Member of the Board and elected by the Board. The Officers of the Declarant Board shall be designated by the Declarant, the Officers of the Interim Board shall be elected by the Interim Board within thirty (30) days following formation of the Interim Board by the Declarant and the Officers of the Permanent Board shall be elected annually within thirty (30) days following the date of each annual meeting of the Association. In the event any Officer ceases to be a Director, or dies, resigns or otherwise ceases to be an Officer, the vacancy so created shall be filled by the election of the Board. One person may hold more than one office. The president (or vice-president in the absence of the president) shall reside over all meetings of the Board and the Association. The secretary shall keep minutes of all meetings of

the Board and the Association, and, in general, perform all duties incident to the office of secretary. The treasurer shall keep all financial records and books of accounts. The Officers shall perform such other duties as may be determined by the Board. Any documents to be executed and delivered by the Board or the Association shall be binding on the Association when executed by the president or vice-president and secretary or assistant secretary.

4.5.7 The Board shall purchase a fidelity bond for the treasurer and for any other person or persons handling funds of the Association. The amount of the bond shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Board at any given time during the period of the bond. The bond shall contain a waiver of all defenses based on the exclusion of persons serving without compensation from the definition of "employee" or similar terms of expressions. The premium for such bond shall be an expense of the Association, apportioned and collected in the same manner as other Association expenses. Such bond shall provide that it may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Board.

4.5.8 No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. In addition, this shall not preclude the Board from engaging the services of a Director in a capacity other than his capacity as Director and to compensate the Director for such services.

4.5.9 All Directors, except the Declarant and Directors designated by Declarant, shall be Owners, or, in the case of Owners who are corporations, partnerships or trusts, then those individuals designated by such Owner to vote on behalf of such Owner as provided in Subsection 4.3.5 hereof. Should any Member of the Board of Directors cease to be an Owner, his term of office shall automatically terminate and such vacancy shall be filled by election of the remaining Directors, provided that the successor Director shall be elected from the same Class of Owners as was the Director being succeeded.

4.5.10 Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or as such other date as may be designated by the Board. Special meetings of the Board of Directors shall be held when called by the president of the Board, or by any two Directors after not less than three (3) days notice to each Member. Such notice may be in writing or may be verbal. Meetings of the Board need not be held in person but may be held by means of telephone conversation. The presence of a Director at a meeting of the Board, whether in person or by telephone, shall constitute a waiver of notice or any objection to notice of such meeting by such Director unless specific objection thereto is set forth at such meeting.

4.5.11 A majority of the Board present at any meeting (whether in person or by telephone) shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4.6 Association By-Laws and Articles. The Board of Directors shall have exclusive right to adopt, amend, or repeal any By-laws of the Association not inconsistent with the provisions of

this Declaration. The Board of Directors shall have the exclusive right to amend the Articles of Incorporation of the Association.

4.7 Ownership and Maintenance of Common Properties.

4.7.1 Common Properties, including subdivision entrance structures and recreational ground will be held and maintained by the Association in perpetuity.

4.7.2 The Association shall be responsible for payment of property taxes, maintenance of all Common Properties, open space areas and facilities, maintenance of liability insurance and other related duties of ownership of the Common Properties.

4.7.3 In the event that the Association shall at any time fail to maintain the Common Properties in reasonable order and condition, the Board of Aldermen of the City of O'Fallon may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Common Properties and said notice shall include a demand that such deficiencies of maintenance be corrected within 30 days thereof, and shall state the date and place of hearing thereon which shall be held within 14 days of said notice. At such hearing, the Board of Aldermen may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiency set forth in the original notice or in the modification thereof are not corrected within said 30 days or any extension thereof, the Board of Aldermen, in order to preserve the taxable values of properties within Pheasant Point and to prevent the Common Properties from becoming a public nuisance, may authorize appropriate city employees to enter upon the Common Properties and maintain the same for a period of one year. Said entry and maintenance shall not vest in the public any rights to use the Common Properties. Before expiration of said year, the Board of Aldermen shall, upon its own initiative or upon request of the Association, call a public hearing upon notice to the Association or to the Owners, at which hearing the Board of Aldermen shall decide whether or not the maintenance by the City of O'Fallon shall continue for a succeeding year. If the Board of Aldermen shall determine that the Association is ready and able to maintain the Common Properties in reasonable condition and order, the City shall cease to maintain the Common Properties at the end of said year. If the Board of Aldermen shall determine that the Association is not ready and able to maintain the Common Properties in reasonable condition and order, the Board of Aldermen may, at its discretion, continue to maintain the Common Properties during the succeeding year and, subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the City shall be assessed proportionately against all Lots within Pheasant Point that have right and enjoyment of the Common Properties and shall become a tax lien on said Lots. The City, at the time of entering upon the Common Properties for purpose of maintenance shall file a notice of such tax lien in the Office of the St. Charles County Collector.

SECTION 5. POWERS AND DUTIES OF THE BOARD.

5.1 In General. The Board shall have the rights, powers, duties and obligations as set forth in this Declaration, including the specific rights, powers, duties and obligations set forth in this Section 5.

5.2 Common Properties. The Board shall acquire and hold the Common Properties, exercise control over the Common Properties, maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners, grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate, to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of said Common Properties.

5.3 Maintenance of Neglected Improvements.

5.3.1 The Board shall maintain, repair and replace any improvements which have been neglected by Owners (including common walls of Single Family Attached Dwellings), and charge the Owners thereof with the reasonable expense incurred, which shall be lien against the Lot owned by such Owner and improvements thereon.

5.3.2 The Board shall clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any Lot on which the same is not maintained by the Owner in good condition and repair and charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such Lot. The Board, or its agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

5.4 Control Over Easements and Streets. The Board shall exercise such control over the easements, streets, drives, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, walkways and rights-of-way by the necessary public utilities and others, and shall have the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots. The Board may operate and maintain any storm water control easement and facilities serving any portion of Pheasant Point, which has not been accepted for maintenance by any appropriate public body, agency or utility company.

5.5 Landscaping. The Board shall plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any right-of-way in Pheasant Point, and may decorate any entranceway to Pheasant Point by appropriate landscaping or by a subdivision sign or in such other manner as the Board shall deem appropriate.

5.6 Dedicate Streets. The Board may dedicate any private streets, drives, walkways, or rights-of-way in Pheasant Point, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

5.7 Designate Parking Spaces. The Board may designate certain parking areas for the sole and exclusive use of certain Owners, their occupants, guests or invitees.

5.8 Provide for Services. The Board may provide for security service and facilities and provide for the collection of trash, rubbish and garbage and otherwise provide for such services as shall be in the interest of the health, safety and welfare of the Owners, and may enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

5.9 Employees and Agents. In exercising the rights, powers and privileges granted to it, and in discharging the duties imposed upon it by the provisions of this Declaration, the Board may, from time to time, enter into contracts, employ agents and employees as it deems necessary or advisable, employ counsel to advise the Board or to institute and prosecute such suits as it deems necessary or advisable, and to defend suits brought against the Board or its members individually or collectively in their capacity as Directors.

5.10 Property in Trust. The Board may receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

5.11 Deal with Property. With regard to all Common Properties, real, personal or mixed, owned or held by the Association, the Board has the full and unqualified right, power and authority to:

5.11.1 Make all contracts and incur all liabilities necessary, related or incidental to exercise of the powers and duties hereunder, including the construction of improvements.

5.11.2 Purchase insurance against all risks, casualties and liabilities of every nature and description.

5.11.3 Borrow money, including making a permanent, temporary or construction loan, encumber and hypothecate the Common Properties, make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance on the Common Properties.

5.11.4 Use, handle, manage, control, operate, hold and in all respects deal in and with the Common Properties, limited only as provided in this Declaration or by law.

5.12 Deal with Public Agencies. In the event it shall become necessary for any public agency to acquire all or any part of any Common Properties for any public purpose, the Board is hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and subject to the reservation by Declarant, as provided in Section 10 hereof, any monies, damage payments or condemnation award shall be held by the Board for the benefit of the Owners.

5.13 Deposit of Funds. The Board shall deposit Association funds in a state or national bank protected by the Federal Deposit Insurance Corporation, or in a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation. The Board may invest funds in certificates of deposit issued by such banks or savings and loan associations, or may invest such funds in direct obligations of the U.S. Government.

5.14 No Personal Liability. All rights, powers, duties, privileges and acts of every nature and description conferred upon the Board by the terms of this Declaration may be executed and exercised by authority of a majority of the Directors present at a duly held meeting at which a quorum is present, unless otherwise provided herein. The Directors shall not be personally liable for

their acts in the performance of their duties, except for dishonesty or acts criminal in nature.

5.15 Compliance with Ordinances. Notwithstanding any other condition herein, the Board shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of O'Fallon, Missouri, pertaining to Pheasant Point. Specifically and not by way of limitation, the Board shall make provision for the maintenance and operation of all street lights, roadways and easements not otherwise accepted by a public agency or utility.

5.16 Management of Common Properties. The Board may enter into licensing agreements with any person for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of Pheasant Point.

5.17 Personal Property of Association. The Board may acquire and hold, in the name of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise from time to time for such consideration as the Board shall determine.

5.18 Rules and Regulations. The Board may establish from time to time, such traffic regulations, administrative rules and regulations and other rules and regulations as it may deem necessary or desirable for purposes of governing the operation and use of the Common Properties and streets and easements in Pheasant Point.

SECTION 6. MAINTENANCE AND USE OF CLASS A LOTS.

6.1 In General. The Dwelling to be constructed on Class A Lots will be Single Family Attached Dwellings and will share one or more party walls with dwellings constructed on adjoining Class A Lots. In order to provide for the maintenance and use of the Class A Lots, the parking areas, drive areas and walkways used for the benefit of such Lots, and the improvements constructed thereon, the Class A Lots (and only the Class A Lots) shall be subject to the Covenants and Restrictions of this Section 6, in addition to the other covenants and restrictions of this Declaration.

6.2 Maintenance by Board. The Board shall have the responsibility to maintain the exterior portions of all Dwellings constructed on the Class A Lots and to maintain all grass, landscape areas, parking areas, driveways and walkways on the Class A Lots or for the benefit of such Lots. The cost of such maintenance shall be assessed against all of the Owners of the Class A Lots as provided in Subsection 7.3 hereof.

6.2.1 The Board shall paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces of each Dwelling on the Class A Lots. It shall be the responsibility of each Class A Owner to maintain, repair and replace all windows and exterior doors.

6.2.2 The Board shall maintain and care for trees, shrubs, grass and other landscaping on the Class A Lots, including cutting grass. No Owner may install any shrubs or plants on Class A Lots or alter the landscaping thereon without the consent of the Architectural Review Committee. The Architectural Review Committee may condition any consent thereto upon the agreement of the Owner to maintain such alteration or to pay a special assessment for the additional cost to maintain same.

6.3 Party Walls. Each wall which is built as a part of the original construction of a Dwelling upon the Class A Lots and placed as the dividing wall between Dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Subsection 6.3, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

6.3.1 The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

6.3.2 If a party wall is destroyed or damaged by fire or other casualty, any insured damage shall be repaired by the Board and the cost thereof shall be paid from the insurance proceeds being maintained by the Board and any additional cost shall be charged as an assessment amongst all Class A Lot Owners.

6.3.3 Notwithstanding anything herein to the contrary, in the event that any damage or destruction of a party wall is caused by the willful or negligent act of an Owner, such Owner shall be responsible to pay that portion of the cost of repair thereof which may be in excess of any insurance proceeds. Notwithstanding any other provision of this Subsection 6.3, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that the same are not covered by insurance.

6.3.4 The right of any Owner to contribution from any other Owner under this Section or in connection with the ownership of any party wall shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.3.5 In the event of any dispute arising concerning a party wall or under the provisions of this Subsection 6.3, such dispute shall be resolved by decision of the Board. The decision of the Board of Trustees shall be final and binding upon all parties.

6.4 Insurance.

6.4.1 The Board, in its own name, for the use and benefit of the Class A Owners, shall purchase and maintain fire and extended coverage insurance policies and if available an "all risk endorsement" in amounts equal to the replacement value of the improvements on the Class A Lots (with standard mortgage clause in favor of Mortgagees, if any) as originally constructed by Declarant. The policies of insurance shall insure the Board, the Association, their agents and employees and the Owners of all of the Class A Lots, against any liability, including medical payments, to the public or to the Owners, their invitees, tenants and other persons who may be on the Class A Lots for any reason whatsoever, in the use of any of the driveways, walkways and parking areas thereof. The liability under such insurance shall be not less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for any one accident and \$250,000.00 for property damage. Premiums for such insurance policies shall be included in the assessments for the Class A Lot Owners to be paid from such assessment. An extended coverage policy shall be written in the name of the Association for the benefit of each of the Owners as their interest may appear. Insurance maintained under this Subsection 6.4 shall cover the Dwellings but not improvements and betterments installed by Owners.

6.4.2 The Board, upon written request, shall issue a certificate of insurance to any Owner, mortgagee or beneficiary under a Deed of Trust of said Owner requesting same. Said certificate shall contain the standard mortgagee clause naming the mortgage holder as an additional insured and shall contain a minimum of 10 days cancellation notice which must be given to the Board, each Owner and each mortgagee or beneficiary under a Deed of Trust to whom a certificate of insurance has been issued prior to any cancellation of said insurance and shall provide recognition of any insurance trust agreement, shall contain waiver of rights to subrogation against Owners, shall provide that said insurance coverage is not to be prejudiced by any act or neglect of an individual Owner or Owners which is not within the control of the Owners collectively and shall provide that said policy is primary in the event that any Owner has coverage for the same loss. The policies, however, shall not insure the contents of any Dwelling or any improvements or fixtures added to a Dwelling by the Owner.

6.4.3 The Declarant, in consideration of the funds loaned to it, and in consideration of loans which may hereafter be made by various lenders to Declarant and to Owners, does herewith on behalf of itself and the future Owners of Class A Lots, irrevocably constitute and appoint, the Board, the true and lawful insurance trustee to receive the proceeds of all fire and extended coverage insurance losses and does herewith require of the Board that said Board, on purchasing any fire and extended coverage policy or policies, shall notify the insurance carriers in writing to make all lost proceeds payable to said trustee. The Board shall have full power and authority to adjust and collect all losses and to reimburse itself for reasonable expenses for such adjustment or collection. The Board may, but shall not be required to, consult with the Owners. The Board shall have full power and authority to execute all documents on its own behalf and on behalf of the named insured and to endorse all checks and drafts on its own behalf and on behalf of the named insured. The Board shall hold the insurance proceeds in trust for Owners and lien holders as their interest may appear. Except as may otherwise be provided in this Declaration, the insurance proceeds shall be disbursed first for the repair or restoration of the damaged property and Owners and lien holders are not entitled to receive payment of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored. The Board may disburse the funds for repair and restoration and the Board shall have the right (but not the obligation) to disburse funds only against surety bonds, completion guarantys, escrows or such other assurances as may satisfy the Board. In the event the Board is of the reasonable opinion that the fire and extended coverage insurance is insufficient to cover the replacement value of the insurable improvements, it may (but shall not be required to) increase the coverage and the increased premium shall be added to the Assessment for Class A Lots as provided in this Declaration. Nothing herein contained shall impose any liability on the Board for failure to increase the coverage or failing to increase coverages sufficiently or for selecting any particular insurance company. The cost of security bonds, completion guarantys, title escrow distribution charges, if any, shall be at the expense of the Board and includable in the Assessment against Class A Lots. Under no circumstances shall the Board be liable for any act or omission except for fraud, gross negligence or lack of reasonable and ordinary care. All insurance shall be placed with companies licensed in the State of Missouri.

6.5 Damage, Destruction and Repair.

6.5.1 Any portion of a Living Unit for which insurance is required under Section 6.4 hereof and which is damaged or destroyed shall be repaired or replaced promptly by the Board.

The cost of repair or replacement in excess of insurance proceeds and reserves shall be an expense charged against the Class A Lot Owners. In the event there are any insurance proceeds in excess of the cost of repair, the excess insurance proceeds shall be payable to the Class A Owners equally or may be credited against future Assessments against Class A Lots.

6.6 Encroachments. Through construction, settlement or shifting of any building, or party wall, should any part of a Dwelling encroach upon any part of another Dwelling or across any other Lot, or should any part of a Dwelling encroach upon any part of the Common Properties or upon any other Dwelling, easements for the maintenance of such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Owner thereof for so long as such encroachment exists. In addition, the Owner thereof shall have the easement to go upon the adjoining property as may be reasonably necessary for the repair and maintenance of such Dwelling. Provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of any owner.

SECTION 7. ASSESSMENTS.

7.1 In General. Declarant for each Lot within Pheasant Point, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (except for special provisions hereinafter contained with respect to "exempt or partially exempt property" as defined in Subsection 7.5.9 hereof) to the Board with the assessments hereinafter described and the Board shall have the power to levy and collect assessments as provided in this Section 7.

7.2 General Annual Assessment. In order to provide for the maintenance of the Common Properties in Pheasant Point, including recreational facilities, and to otherwise provide for the obligations of the Board and Association hereunder (including without limitation, repayment of loans and purchase of personal property), the Board shall levy and collect a general annual assessment against all Owners (both Class A and Class B Lot Owners) in Pheasant Point.

7.3 Class A Assessment. In order to provide for the maintenance, repair and other obligations with respect to the Class A Lots and Dwellings thereon, the Board shall levy and collect an assessment from Class A Lot Owners over and above the general annual assessment and any special assessments allowed hereunder.

7.4 Special Assessments. In addition to the general annual assessment and Class A assessment provided for herein, the Board may levy, in any assessment year, one or more special assessments for the purpose of providing for any payments or costs not included in any other assessment or any shortage in another assessment or defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots or Dwellings subject hereto, and including the provision of necessary fixtures or personal property related thereto. Special assessment may be made against all of the Lot Owners or against Class A Lot Owners if the cost for which the assessment is made is related to the Class A Lots or Dwellings thereon.

7.5.1 On or before December 1 of each year, the Board shall estimate the total amount necessary to pay, wages, repairs, services and supplies which it anticipates will be required during the ensuing calendar year, together with a reasonable amount which it considers to be necessary as a reserve for any future needs, for contingencies and replacements, with respect to Pheasant Point in general and the Class A Lots. On or before December 15 of each year, the Board shall notify the Owners, in writing, as to the amount of such estimate with the particulars therein itemized. The estimated cash requirement for the general assessment shall be assessed against all Owners equally and the estimated cash requirements for the Class A assessments shall be assessed against all Class A Owners equally. Failure of the Board to notify an Owner of said estimate shall not waive the Board's right to make assessments or constitute a waiver or release in any manner of such owner's obligation to pay assessments as herein provided whenever the same shall be determined and in the absence of any annual estimate, the Owners shall continue to pay the existing monthly assessment for the previous period until a monthly payment which is due not more than 10 days after such new estimate shall have been mailed or delivered.

7.5.2 Except as otherwise provided herein, any expense benefitting fewer than all Owners shall be assessed exclusively against the Lots benefitted in the same ratio to one another as the Board shall determine. The cost of insurance shall be assessed in proportion to risk. The cost of utilities shall be assessed in proportion to usage. Assessments to pay a judgment against the Association shall be made only against the Lots in the Association at the time the judgment was entered in proportion to their common expense liabilities. If any expense is caused by the misconduct of any unit owner, the Association may assess that expense exclusively against his Lot. If any additions, alterations or improvements to the Lots are requested by certain Owners and benefits only those Owners, the cost of such additions, alterations or improvements may be charged on an individual basis to the benefitted Owners.

7.5.3 The general annual assessment shall be due and payable on the latter of March 1 of each year or 30 days following the date of notice thereof by the Board. The Class A Lot assessment shall be paid in monthly installments beginning January 1 of each year and the Class A Owner shall be obligated to pay to the Board, or as the Board may direct, one-twelfth of the Class A assessment made hereunder in the like amount on the first day of each month during said year.

7.5.4 A majority of the Board may fix any assessment at less than the estimated annual expenses and, in its sole discretion, equitably allocate such assessment among the Owners. In addition to any reserve fund, a working capital fund shall be established for the Class A Lots. Such fund shall contain an amount equal to at least two months' estimated assessment for each Class A Lot. Upon the sale of each Class A Lot by the Declarant, an amount equal to two (2) months Class A assessment shall be collected from the purchaser of such Lot and set aside in a Class A Lot working capital fund.

7.5.5 If any assessment is not paid on the due date, as provided herein or as established by the Board, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as herein provided, thereupon become a continuing lien on the Lot involved, which shall

bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the obligation of the then Lot Owner to pay such assessment shall remain his personal obligation.

7.5.6 In the event that any Owner is delinquent in the payment of any assessment, the Board shall have the right and power to refuse access to any of the Common Properties and recreational facilities within Pheasant Point to the delinquent Owner, his family and invitees.

7.5.7 If any assessment is not paid within 30 days after the delinquency date, such assessment shall bear interest from the date of delinquency at an annual rate equal to 2% over the prime rate established by Mercantile Trust Company, National Association, St. Louis, Missouri, on the first business day of each calendar quarter but not less than 15% per annum and not more than the highest rate allowed by law, and the Board may bring legal action against the Lot Owner personally obligated to pay same, and, in addition, may execute and acknowledge an instrument reciting the levy of the assessment with respect to such Lot and cause the same to be recorded in the Office of the Recorder of Deeds of St. Charles County and thereafter institute any appropriate legal action to enforce such lien, including, without limitation, by foreclosure and public sale. Upon payment, the Board shall execute and record (at the expense of the Owner of the affected lot) the release of such lien. All costs, including reasonable attorney's fees incurred by the Board in enforcing any obligations of any Owner hereunder, including the payment of any assessment, shall be paid by the Lot Owner in default and the amount of such costs, including reasonable attorney's fees shall be a lien against the Lot involved until paid.

7.5.8 The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any lot, as to assessments which become due and payable prior to the sale or transfer of such Lot pursuant to foreclosure thereon or in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Owner from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessor.

7.5.9 The following property subject to this Declaration shall be exempt from assessment, charges and liens created hereunder:

(1) All properties exempt from taxation under the laws of the State of Missouri.

(2) All Lots or Living Units owned by the Declarant or other builder developer before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease for tenancy affecting the lot.

(3) Any Lot located within lands added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

SECTION 8. ARCHITECTURAL REQUIREMENTS.

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8.1 Approval Required. From and after such time as a Lot is conveyed by Declarant to any other Owner, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or Dwelling, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration and any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved by the Board. It is the intent of this Declaration that the restrictions of this Section 8 shall not apply to Declarant or any subsequent builder-developer until such time as the Lot is subject to assessment as provided herein.

8.2 Grounds for Disapproval. The Board may disapprove any application if such application does not comply with this Declaration:

8.2.1 Because of the reasonable dissatisfaction of the Board with grading plans, location of the proposed improvements, color, texture, architecture, shape, height or style of the proposed improvement, and materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

8.2.2 If, in the judgment of the Board, reasonably exercised the proposed improvement shall be incongruous with the architecture of Pheasant Point or with the improvements erected on other Lots.

8.3 Rules and Regulations. The Board may, from time to time, adopt written rules and regulations of general application governing its procedures, which shall include, but not be limited to, provisions for the form and content of applications, required number of copies of plans and specifications, if any, and provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of a failure to disapprove.

8.4 Architectural Review Committee. The Board may establish an Architectural Review Committee consisting of such numbers of individuals, not less than three nor more than seven, that the Board shall determine, all of whom shall be Lot Owners, and who shall have the responsibility in the place and stead of the Board for reviewing and approving plans and specifications and applications for any improvements or changes thereto. The Board may provide that any disagreement between the members of the Architectural Review Committee and Lot Owners with respect to any changes or alterations, may be appealed to the Board under such rules and regulations as determined by the Board. If the Board has not appointed a separate Architectural Review Committee, then any reference in this Declaration to an Architectural Review Committee shall mean the Board acting pursuant to the provisions of this Section 8.

8.5 Liability. Notwithstanding the approval by the Board or Architectural Review Committee of any plans and specifications, neither the Declarant, the Board nor the Architectural Review Committee nor any person acting on behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other materials submitted to the Board or Architectural Review Committee, nor for any defects in any work done pursuant thereto. Each Owner submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed in accordance therewith.

SECTION 9. RESTRICTIONS ON USE.

9.1 In General. The restrictions set forth in this Section 9 shall apply to all land subject hereto and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot in Pheasant Point, their grantees, lessees, successors and assigns.

9.2 Original Use. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Board.

9.3 Commercial Activity. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Declarant, or any other builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

9.4 Noxious Activity. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

9.5 Owner Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, including, without limitation, keeping grass and shrubs trimmed, and exteriors of Dwellings painted, provided that this shall not require a Class A Lot Owner to maintain those portions of the Class A Lots which the Board is required to maintain.

9.6 Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of Pheasant Point, except that no more than a total of two dogs, household pets (dogs, cats or other small animals except house pets with vicious propensities) may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited and such pet shall be removed by the Owner upon order of the Board.

9.7 Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot or Dwelling without the consent of the Board, provided, however, that nothing herein shall prohibit signs erected or placed by Declarant or by builder-developers in connection with the development of Pheasant Point and the sale or rental of homes. Declarant shall not be required to obtain Board approval for any signs placed by Declarant. Notwithstanding the foregoing, For Sale signs may be placed on a Lot in conformance with the provisions of Subsection 9.20 hereof.

9.8 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, barns, shacks or structures whether of temporary character or not other than the Dwellings constructed on Lots shall be constructed or maintained on any Lot or in any portion of Pheasant Point.

9.9 Fences. No fencing of any type shall be erected or maintained on any portion of Pheasant Point without the prior approval of the Board. The Board shall only approve such fencing for such Lots, or portions thereof, as may be required by appropriate governmental authorities, or as may be required in the opinion of the Board because of particular physical characteristics of the subject Lot or its surrounding property which tend to make such proposed fencing necessary or desirable, or for safety or health reasons.

9.10 Building Set Back Lines. No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the Plat. For purposes of this Declaration, walks and steps shall not be considered part of a building.

9.11 Declarant Not Restricted. Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns or any builder-developer from developing Pheasant Point and building single family and multiple family dwellings and selling the same.

9.12 Solar Collectors. No Lot or Dwelling shall have an exterior solar collector system, wind generator system, or any similar type system or appliance.

9.13 Antenna. No Lot or Dwelling shall have an exterior attached or free-standing signal receiving dish, antenna, mast, or similar appliance.

9.14 Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Board. This provision shall not, however, require the consent of the Board for the sale of an entire Lot as shown on the Plat.

9.15 Storage of Personal Property and Vehicles. Personal property, including, without limitation, boats, trailers, trucks, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport on any Lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street overnight.

9.16 Trash Storage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, said trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that said trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

9.17 Swingsets and Clotheslines. No swingsets, free-standing basketball poles or nets or clothes poles or lines shall be placed on any Lot.

9.18 Disabled Vehicles. No disabled or vagrant motor vehicle shall be placed on any Lot except in an enclosed garage. The business of repair and maintenance of motor vehicles may not be maintained in Pheasant Point.

9.19 Pools and Hot Tubs. No above-ground pool which requires a filtration system or other above-ground pool which is more than six feet in diameter and 18 inches deep shall be placed or

maintained on any Lot in Pheasant Point. However, hot tubs or spas may be placed or maintained on any Lot with the prior written approval of the Board.

9.20 For Sale Signs. No For Sale signs, advertisements, billboards or advertising structure of any kind may be erected, maintained or displayed on any Lot, except for temporary lawn signs of not more than 2 x 3 feet in size advertising a property for sale or rent. In no event may such a For Sale or For Rent sign be placed on any Common Properties without the prior approval of the Board. Any such sign must be promptly removed upon the sale or renting of the particular Lot. Each Owner shall be responsible for the actions of any real estate broker whom he has employed to sell or rent any Lot. Nothing herein shall prohibit signs erected or displayed by Declarant or by any subsequent builder-developer in connection with the development of Pheasant Point in the sale or rental of homes.

9.21 Street and Yard Lighting. Street lighting is provided by separate dusk to dawn lights located on each Lot. Each Owner shall keep the lights in good working order and operating condition. No Owner may install any additional exterior lighting without the prior written consent of the Board. Any additional exterior lighting must be installed so as not to disturb neighboring Owners.

9.22 Variations. The Board may allow for variations from the provisions of this Section 9 in the sole and absolute discretion of the Board.

SECTION 10. RESERVATION OF EXPENDITURES.

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any real property which is now or may in the future be made subject to this Declaration.

SECTION 11. EASEMENTS AND PROPERTY RIGHTS.

11.1 Common Properties. Subject to the right reserved herein to limit or prohibit the use of Common Ground in the case of added properties, and subject to the provisions of Subsection 7.5.6 hereof, every Owner shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

11.2 Limitations on Use of Common Properties. The rights and easements of enjoyment created hereby shall be subject to the following:

11.2.1 The right of the Declarant and of the Board to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage or otherwise burden or encumber said Common Properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such Common Properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the Owners and, if necessary, to open the enjoyment of such Common Properties to persons other than Owners until the mortgage or other debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored; and

11.2.2 The right of the Board to take such steps as are reasonably necessary to protect the above-described Common Properties against foreclosure; and

11.2.3 The right of the Board to promulgate rules and regulations governing the use of Common Properties; and

11.2.4 The right of the Board to suspend the enjoyment rights of any Owner or resident for any period during which any assessment remains unpaid, and for such period as they consider appropriate for any infraction of the published rules and regulations; and

11.2.5 The right of the Board to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Board; and

11.2.6 The right of the Board to dedicate or transfer all or part of the Common Properties to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board and public agency or authority; and

11.2.7 The right of the Declarant or other builder-developers authorized in writing by the Declarant to utilize Common Properties for promotional purposes during periods of development; and

11.2.8 The right of the Board to grant such easements and rights of way to such utility companies or public agencies or authorities or other entities as it shall deem necessary or appropriate; and

11.2.9 The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang said Common Properties, and for pedestrian and vehicular ingress and egress to and from any dwelling over said Common Properties; and

11.2.10 The right of the Board to enter into licensing agreements with any person for the operation of recreation facilities and related concessions for the benefit of Owners.

11.3 Use By Non-Owners. No Owner shall be denied the use of the Common Properties including, without limitation, open spaces, recreational facilities and other Common Properties, for any reason related to the extension of such privilege to persons who are not Owners. All rules and regulations promulgated pursuant to this Declaration with respect to Owners shall be applied equally to all such Owners. At any time after the recording of this Declaration, Owners by vote of a majority of the Lots at a meeting duly called, may elect to allow or disallow usage of the Common Properties, including without limitation, open spaces, recreational facilities or other Common Properties by persons who are not Owners.

11.4 Utility Easements. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or Common Property. In the event that any utilities and connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

11.5 Temporary Maintenance Easement. There shall be and is hereby impressed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

11.6 Building Encroachments. Should any portion of any Dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot, the Owner of any such Dwelling or other improvement shall have an easement on such adjacent Lot so that such overhanging or encroaching portion of such Dwelling or improvement shall be permitted, and including the right of such Owner to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Dwelling or other improvement.

SECTION 12. REMEDIES AND ENFORCEMENT.

12.1 Enforcement. Declarant, the Board and each person to whose benefit this Declaration inures, may proceed pursuant to the provisions hereof, at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

12.2 Suspension of Rights. The Board may suspend all of any owner's voting rights and rights to use the Common Properties and recreational facilities for any period during which any assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.

12.3 Cumulative Remedies. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

12.4 Entry Upon Property. The Board, its agents, employees and contractors shall have the right to enter upon any Lot upon which any violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant, or its successors or assigns, or the Board or its agents, employees and contractors shall not thereby be deemed guilty in any manner of trespass.

12.5 Attorney's Fees. In the event the Declarant or Board shall bring suit against any Owner for a violation of any of the provisions hereof, the cost of suit and reasonable attorney's fees will be taxed as costs against the Unit Owner upon the Board prevailing. In order to enforce any of the provisions of this Declaration or to enjoin violations thereof, the Board may include as a special assessment to Owners the cost of any action to enforce provision hereof, including estimated attorney's fees and courts costs. In the event that any attorney's fees and costs are not paid by the Owner of said Lot within 30 days after the Board has given written notice thereof to the Owner of said Lot or within 30 days

after judgment therefore has been rendered, then said fees and costs shall thereafter bear interest at the rate designated in Subsection 7.5.7 hereof and the Board may execute and acknowledge an instrument reciting said debt causing same to be recorded in the Office of the Recorder of Deeds, St. Charles County, Missouri and thereupon said debt shall become a continuing lien on the Lot of the Owner of said Lot and shall bind the Owner of said Lot, his heirs, successors and assigns. Said lien shall be enforceable and governed by Subsection 7.5.7 of this Declaration.

SECTION 13. MISCELLANEOUS.

13.1 Grantee's Acceptance. Each grantee, or purchaser of any Lot, shall by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Board and Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessee and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser or each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

13.2 Severability. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provisions hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

13.3 Captions and Gender. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof. Any reference herein to the masculine shall include the feminine and any reference to the feminine shall include the masculine.

13.4 Term and Amendment. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all Lots and Owners. This Declaration may be amended at any time by Declarant, without the consent or approval of any other person or Owner, for so long as the Declarant Board remains in effect. Thereafter, this Declaration may be amended by an affirmative vote representing two-thirds of the Lots entitled to vote, provided that the provisions of Section 6 hereof may be amended by a vote representing two-thirds of the Class A Lots and a majority of the Board. In the case of an amendment, such amendment to this Declaration shall be duly executed by the Declarant or requisite number of Owners required to effect such amendment as the case may be, or by the Board, and in the event the Board executes the amendment, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, listing the Owners thereof and certified by the secretary of the Board.

13.5 Notices. Any notice required to be sent here 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 in the records of the assessor of St. Charles County as the record owner of the Lot at the time of such mailing.

13.6 Declarant's Right to Transfer. In connection with the sale of all or part of the real property subject to this Declaration, Declarant shall have the right to assign to any such purchaser any or all rights herein reserved or granted to Declarant.

13.7 Waiver. No covenants, restrictions, conditions, obligations or provisions in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.



FLOWER HOMES, INC.

By Donald A. Flower
Donald A. Flower, President

PHEASANT POINT HOMEOWNERS ASSOCIATION, INC.

By Donald A. Flower
Donald A. Flower

ATTEST: Donald A. Flower
Secretary of Assistant Secretary

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

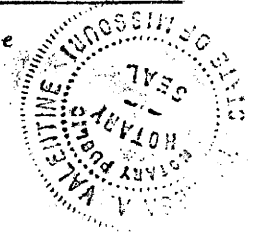
On this 12th day of November, 1984, before me appeared Donald Flower, to me personally known, who, being by me duly sworn, did say that he is the President of Flower Homes, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Donald A. Flower 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.

Theresa A. Valentine
Notary Public
Theresa A. Valentine

My term expires: 5-31-85

TERESA A. VALENTINE
NOTARY PUBLIC, STATE OF MISSOURI
COMMISSION EXPIRES MAY 31, 1985



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

On this 12th day of November, 1984, before me appeared Donald A. Flower, to me personally known, who, being by me duly sworn, did say that he is the President of Pheasant Point Homeowners Association, Inc., a not-for-profit corporation of the State of Missouri,

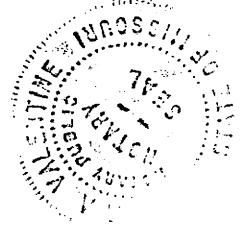
and that said instrument was signed _____ in behalf of said corporation, by authority of its Board of Directors; and said Donald A. Flower acknowledged said instrument to be the free act and deed of said corporation.

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.

Theresa A. Valentine
Notary Public
Theresa A. Valentine

My term expires: 5-31-85

Theresa A. Valentine
Notary Public, State of Missouri
My commission expires May 31, 1985



29200

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1984 NOV 14 PM 2: 23

Arthur A. Tegethoff
RECORDER OF DEEDS

END OF DOCUMENT

16761

FIRST AMENDMENT TO THE
 VILLAGES OF PHEASANT POINT
 DECLARATION AND ESTABLISHMENT OF CONDITIONS,
 RESERVATIONS AND RESTRICTIONS
 CITY OF O'FALLON
 ST. CHARLES COUNTY, MISSOURI

THIS FIRST AMENDMENT TO THE VILLAGES OF PHEASANT POINT
 DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS AND
 RESTRICTIONS is made this 4th day of JANUARY, 1993.

WITNESSETH, THAT:

WHEREAS, Flower Homes, Inc., as Declarant, filed for record
 that certain Declaration and Establishment of Conditions,
 Reservations and Restrictions for Villages of Pheasant Point, City
 of O'Fallon, St. Charles County, Missouri, which is recorded in
 Book 1014, Page 221 of the official records of the Recorder of
 Deeds, St. Charles, County, Missouri ("Declaration"); and

WHEREAS, it is the desire of the Board of Directors of
 Pheasant Point Homeowners Association, Inc. to amend said
 Declaration in compliance with Section 13.4 of said Declaration.

NOW THEREFORE, the Board, pursuant to Section 13.4 of the
 Declaration, does hereby amend said Declaration as hereinafter set
 forth and authorizes the recording of this Amendment in the St.
 Charles County Records, and this Amendment shall be effective upon
 said recordation:

Section 1. Section 4.5, Board of Directors, is deleted in its
 entirety and the following new Section 4.5 inserted in lieu
 thereof:

4.5.1. Creation; Number. The affairs of the Association
 shall be managed by the Board of Directors ("Board"). The Board
 shall be deemed to be the Board of Directors under the Missouri
 General Not-For-Profit Corporation Act, Chapter 355, R.S.Mo. The
 Board shall be comprised of between three (3) and nine (9) members.
 The Board members shall be Owners other than Declarant or any
 person or entity related to Declarant, and shall be in good
 standing. For purposes of this Section, "in good standing" shall
 mean that the member shall have no outstanding delinquencies in the
 payment of assessments and no outstanding infractions of the
 Declaration or rules and regulations of the Board for which he has
 received written notice. The number of members of the Board shall
 initially be set at seven (7) members, but may be increased or
 decreased within the above limitations by affirmative action of a
 majority of all the Owners at any annual meeting or special meeting
 called for said purpose.

STATE OF MISSOURI
 COUNTY OF ST. CHARLES
 FILED FOR RECORD

93 APR 12 AM 10:32

Barbara J. ...
 REC'D BY CLERK

Encl: *Maureen J. Nodiff*

4.5.2. Nominating Committee. Nominations for election to the Board shall be made by a Nominating Committee consisting of three (3) or more members of the Association other than current Board members, who shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Association. Nominations shall also be permitted at the election meeting.

4.5.3. Election. Members of the Board shall be elected at the annual meeting. In the event the number of Board members is increased, the additional members may be elected at the next annual meeting or at a special meeting called for said purpose. In the event the number of Board members is decreased, the reduction shall be accomplished by resignation(s) or by election of a new Board at the next annual meeting or a special meeting called for said purpose.

4.5.4. Terms. Members of the Board shall serve terms of three (3) years each, which terms shall be staggered, with one-third (or at least one) of the members elected annually. Each member shall serve the term to which he was elected and until his successor shall have been elected.

4.5.5. Removal of Directors. At any annual meeting, or special meeting called for said purpose, any one or more of the members of the Board may be removed, with or without cause, by a two-thirds vote of all persons present and entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board who has three (3) consecutive unexcused absences from Board meetings or who is not in good standing for more than thirty (30) days may be removed by a majority vote of the Board.

4.5.6. Vacancies. In the event any member of the Board shall cease to be an Owner, die, resign, decline to act, or become unable for any reason to discharge his duties, the term of such member shall be deemed terminated, and the remaining members of the Board shall appoint an Owner to fill such vacancy for the unexpired portion of such term and until his successor shall have been elected.

4.5.7. Organization Meetings. The first meeting of the Board following each election shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

4.5.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board. The Board shall meet at least four times each year.

4.5.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President, Vice President, or Secretary. The notice shall specify the time and place of the meeting and the nature of any special business to be considered, and shall be given by personal delivery, telephone, telefax or telegraph at least twenty-four (24) hours before the time set for the meeting.

4.5.10. Waiver of Notice. The transactions of any meeting of the Board shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Board members not present sign a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

4.5.11. Quorum of Board. A majority of the members of the Board, present at the beginning of any Board meeting, shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

4.5.12. Compensation. No Board member shall receive any compensation, except that a Board member shall be entitled to reimbursement for actual and reasonable expenses incurred on behalf of the Association.

4.5.13. Open Meetings. All meetings of the Board shall be open to all members. The Board may designate portions of any meeting for the purpose of participation by the members.

4.5.14. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, contract negotiation, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

4.5.15. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board may elect such other officers, including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Such additional officers may be Board members or other members of the Association who are in good standing. Any two or more offices may be held by the same person, excepting the offices of President and Secretary.

a. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual election. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

b. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

c. Powers and Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall maintain the official records, minutes and resolutions of the Association. The Treasurer shall prepare the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

d. Resignation. Any officer may resign at any time by giving written notice to the President or the Secretary.

4.5.16. Fidelity Bond. To the extent reasonably available, the Board shall maintain a fidelity bond covering its members and any managing agent, if any, in a sum not less than the annual assessment plus reserves on account. The bond shall contain a waiver of all defenses based on the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions. The premium shall be a common expense of the Association. The bond shall contain a provision that it may not be canceled (including for nonpayment) or substantially modified without at least thirty (30) days prior written notice to the Board.

Section 2. The Board of Directors of Pheasant Point Homeowners' Association, Inc., is authorized to execute, certify and records the foregoing amendment upon affirmative approval pursuant to Section 13.4 of the Declaration; a list of the owners consenting of the foregoing amendment and constituting two-thirds (2/3) of all the owners is attached hereto as Exhibit "A."

Section 3. This amendment shall be effective upon recording in the official records of the Recorder of Deeds of St. Charles County, Missouri.

ATTESTATION

The undersigned President of the Board of Directors of Pheasant Point Homeowners' Association, does hereby certify that she hereby assents to the foregoing First Amendment, and that said First Amendment is approved by at least two-thirds (2/3) of all the Owners pursuant to Section 13.4 of the Declaration as evidenced by their signatures on Exhibit "A" attached hereto, and hereby adopt the same as the First Amendment to the Declaration.

IN WITNESS WHEREOF, I have subscribed my name this 4th day of JANUARY, 1993

BOARD OF DIRECTORS
PHEASANT POINT HOMEOWNERS' ASSOCIATION, INC.
a not-for-profit corporation

BY: Darlene Euler
Darlene Euler, President

ATTEST: Debra J. Becker
Secretary Debra J. Becker

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

On this 4th day of JANUARY, 1993, before me appeared Darlene Euler, to me personally known, who, being by me duly sworn, did say that she is President of the Board of Directors of Pheasant Point Homeowners' Association, Inc. and that said instrument was signed on behalf of said Pleasant Point Homeowners' Association, Inc. and that said Darlene Euler acknowledged said instrument to be her free act and deed.

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

Maxine Blount
Notary Public

My Commission Expires:

July 18, 1994

MAXINE BLOUNT
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION DUE JULY 18, 1994

