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

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE VILLAS AT HUNTSDALE**

THIS AMENDED DECLARATION is made this, 5th day of November 2005, by more than 65% of the Owners in the Villas at Huntsdale.

This Amendment amends the original Declaration of Covenants which was originally filed at Book 3025 Page 265 of the records of the Recorder of Deeds of St. Charles County, State of Missouri, and was recorded on or about September 19, 2002.

WITNESSETH:

WHEREAS, Developer, Nel-co Development, Inc. formerly owned certain real property in the County of St. Charles, State of Missouri, which is more particularly described on Exhibit A attached hereto, and

WHEREAS, the Developer has turned the Development over to the Owners and the Association, and

WHEREAS, the Owners have the right to amend the Original Declarations.

NOW, THEREFORE, the Owners hereby declare the following:

The properties described in this Declaration shall be held, sold and conveyed subject to the following easements, Covenants, Conditions, and Restrictions, which are for the purpose of protecting and enhancing the value and desirability of, and which shall run with and encumber the real property above described and any additions thereto, and be binding on all parties having any right, title, or interest in the above described properties or any part thereof, and being binding on additional land added subject to these Covenants, Conditions and Restrictions pursuant to Article entitled, "STAGED DEVELOPMENTS", and such parties, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RECORD AS IS

The Development to which this Declaration shall apply shall be known as The Villas At Huntsdale and is a Planned Unit Development.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to THE VILLAS AT HUNTSDALE HOMEOWNERS ASSOCIATION, a Missouri not-for-profit corporation, its successors, and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

The Developer was previously considered, the "Owner" of all Units, Lots and Building Lots. Any assessments on the Units do not begin until the Developer conveys a Unit to a purchaser. The Developer has turned the Development over to the Owners and Association.

Section 3. "Property" or "Properties" shall mean and refer to that real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by reason of the Article entitled "STAGED DEVELOPMENTS."

Section 4. "Common Elements", included in the Common Elements of the project are:

(a) The "property", (excepting the building "Units"); and the common elements shall include, without limitation, all easements appurtenant, open parking areas, access ways, walkways, sidewalks, play areas, gardens, lawns, landscaped and planting areas, yards, and any lots hereafter added by reason of the Article entitled "STAGED DEVELOPMENTS";

(b) All sanitary and storm sewer facilities, and all utilities installations, lines and connections for gas, electricity, light, telephone, water and plumbing, cable television wires, except those within the Lots; Except such as are subject to municipal ownership or jurisdiction and facilities owned by public utility company;

(c) All apparatus and installations now or hereafter erected and intended for common use;

(d) All auxiliary buildings, parks, swimming pools, recreation buildings, perimeter fencing, if any, and any other structures, which may, at any time, be erected on the Property;

(e) All other appurtenances not herein specifically designated;

(f) Gutters and downspouts;

(g) Except as set forth later herein, Common Elements shall generally not include any item that solely serves a particular Unit (except gutters and downspouts) including, but not limited to plumbing, wiring, hot water heaters, furnaces, air conditioning equipment, and exhaust fans. The responsibility for maintaining, repairing, and replacing any such item, shall be the sole responsibility of the particular Owner receiving the sole service of such item. The Common Elements shall include all outside parking spaces and the patios and outside decks excluding those decks that have been enclosed as a screen porch. The Association shall be responsible for maintaining, repairing, and replacing such parking spaces, patios and decks. To the extent that any of the aforementioned items, except outside parking spaces, decks and patios are covered by an insurance policy carried by the Association, the relevant Owner or Owners shall be responsible for the payment of the deductible amount under said policy, and the Association shall apply all of the policy's proceeds to any repair or replacement;

(h) The definition of "Common Elements" is for purposes of this declaration only and "Common Elements" shall not be construed according to the Uniform Condominium Act of Missouri, Mo. Rev. Stat. Sections 448.1-101-.4-120 (2000).

(i) To the extent not dedicated to the City of Wentzville, all streets, sidewalks and common ground are considered common elements of The Villas At Huntsdale Homeowners Association.

Section 5. Any recreation facilities which may be subsequently built by the Association, shall be part of the Common Elements. The Developer is not furnishing any such facilities.

Section 6. "Building Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which describes the property upon which a building or buildings containing multiple Units is intended to be constructed.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which contains a legal boundary of the individual Lots and describes the portion of the Properties, upon which a single Unit, including driveway, is intended to be located; and is expected to have a boundary defined by the driveway and the front exterior surface of the building and the outside sidewall of an end Unit, and a distance of fifteen feet (15') beyond the rear exterior wall as set out on the plat, and the width of the driveway, and the centerline of any party walls forming the outside perimeter of the Unit, or as otherwise described as a Lot by

the plat. It is anticipated that the Properties will first be platted showing Building Lots. Upon completion of construction of the building or building Units the initial subdivision of the Properties will be filed which will show the precise boundaries of the individual Units and the Common Elements. The portions of the Building Lot, which are not part of the individual Lots shall from time to time, be dedicated to the Association by the Developer free and clear of encumbrances as Common Elements.

Section 8. "Developer" shall mean and refer to NEL-CO DEVELOPMENT, INC., or its successors and assigns if such successors and assigns should acquire any undeveloped Building Lot from the Developer for the purpose of development.

Section 9. "Unit" shall mean the portion of any building or improvement located on any Lot forming a functional dwelling Unit to be used as a personal residence including the driveway and shall include all of the floors, ceilings, balconies, doors, roofs, walls, mechanical systems (heating and air conditioning systems, plumbing, electric and gas systems), windows, foundation, and the portion of all party walls adjacent to such Unit to the centerline of such party wall, but shall not include the gutters and downspouts. A Unit becomes a Unit upon completion of its construction and upon recording of the plat designating the Unit boundaries. Assessments on a Unit do not begin until the Developer actually conveys a Unit to a purchaser.

ARTICLE II PROPERTY RIGHTS

Section 1. Ownership of Common Elements. Fee simple title to the Common Elements or parts of them will from time to time be conveyed by the Developer to the Association by separate conveyance of record which areas may in such conveyance be described by metes and bounds, or by reference to this instrument as the "Common Elements" of The Villas At Huntsdale, or by any other means of description that the Developer may choose, including a plat. The title to each part of the Common Elements so conveyed by express grant shall be vested in the Association, or its successors or assigns under this instrument. Developer has reserved an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Developers obligations hereunder. Developer shall repair any damage or conditions caused by Developer's activities on the property.

Section 2. Owners Easements of Enjoyment. Every Owner shall be a member of The Villas At Huntsdale Homeowners Association. Subject to the provisions of the Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to paying the annual assessments, as provided for under the article entitled "Covenant for Maintenance Assessments" and the following provisions:

(a) Fee Ownership of the Common Elements shall vest in the Association and not in the Unit Owners;



(b) The right of the Association to charge reasonable admission and other fees for the use of any Recreation Facility that may be situated upon the Common Elements, if any;

(c) The right of the Association to suspend the voting rights and right to use the Recreation Facilities by an Owner, his guests, or invitees for any period during which any assessment against him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the use restrictions contained herein, the By-Laws of the Association, or any of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Elements to any institution, trustee, agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a simple majority of all voting members of the Association agree to such dedication or transfer at a duly authorized meeting.

(e) All Owners and their invitees shall strictly comply with any use restrictions, rules and regulations of By-Laws contained in or promulgated in accordance with the Declaration or the By-Laws. A true and accurate copy of the By-Laws of The Villas At Huntsdale Homeowners Association is attached hereto as Exhibit B. These By-Laws shall govern until amended by the Owners as set forth in the By-Laws.

(f) The right of the individual Owners to the exclusive use of the parking spaces, patios and decks, as provided in the article entitled "PARKING AND PATIOS." Any guest of an Owner must be accompanied by the Owner when the guest utilizes the lake and/or its surrounding common area.

Section 3. Owners Easements of Enjoyment. Every owner of a Unit shall have a right and easement of enjoyment in and to the Recreation Facilities (if any should be erected) of the Common Elements.

Section 4. Encroachment. Through construction, settlement, or shifting of any building, should any part of any building encroach upon any part of the Common Elements or upon any other Unit, perpetual easements for the maintenance of such encroachments and for the use of the space required thereby, are hereby established and shall exist for the benefit of the Owners; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner. All easements and rights herein established shall run with the land and inure to the benefit of, and be binding upon the Developer, his successors or assigns, and any Owner, purchaser, mortgagee, or other person having an interest in any portion of the properties.

Section 5. Easements in Gross. The property shall be subject to a perpetual easement in gross to the Association, its successors, and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary to enter a Unit or Lot in order to maintain, service, improve, repair, or replace any Common Elements, employees, agents, and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association. After coordinating with the Unit owner (emergencies excepted), the Association shall specifically have the authority to enter any Unit or Lot, for the purposes of repairing, maintaining, servicing, improving, or replacing the roof, pipes, and wires within any Unit or Lot which services another Unit or Lot. Nothing in this subsection shall be construed to require the Association to maintain, repair, or replace anything which serves only one Unit.

Section 6. Streets. All streets and adjacent sidewalks shall be and are hereby publicly owned and are maintained by the City of Wentzville.

Section 7. Personal Residence. Each Unit shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. A "single family" residence means a single housekeeping Unit operating on a non-profit, non-commercial basis between its occupants.

Section 8. Leases. No owner shall have the right to lease or rent any Unit.
LEASING OF ANY UNIT IS STRICTLY PROHIBITED.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Unit Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer which shall be entitled to a number of votes equal to three times the number of Class A votes in addition to those votes granted pursuant to Section Three hereof. The Class B membership and votes shall dissolve on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal ninety percent of the total Units shown on any recorded subdivision maps subject to this instrument but owned by Owners other than the Developer; or

(b) January 31, 2005.

Section 3. In the event that a Building Lot, which is a portion of the Properties, has not been subdivided into individual Units by a recorded resubdivision map, the Developer, for purposes of this Article and in addition to any other Unit owned by the Developer, shall be deemed to own one (1) Unit for each Unit planned for such Building Lot. The Developer shall be entitled to one additional vote for each such Lot owned.

Section 4. At such time as a Board of Directors of The Association is created, the Purchasers of developed lots shall be represented among the Trustees as follows:

(a) One-third of the Directors shall be purchasers of developed lots after permits for fifty percent (50%) of the lots have been issued;

(b) Two-thirds of the Directors shall be purchasers of developed lots after permits for ninety-five (95%) percent of the lots have been issued;

(c) All of the Directors shall be chosen by purchasers of developed lots after all of the lots have been sold.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for any purpose approved by the Association, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. Assessments on a Unit do not begin until the Developer actually conveys a Unit to a purchaser.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used generally to promote the recreation, health, safety, and welfare of the Owners other than the Developer, and may be used for the improvement

and maintenance of the Common Elements and the exterior of all buildings; for those items mentioned in Article V, for the cost of all insurance carried by the Association as set out in Section No. Ten (10) of this Article, for the provision of utilities in the Common Elements, for the administration and management costs of the Association, for legal, accounting, and auditing fees of the Association, and to build the reserves of the Association.

A fiscal year Operating Budget will be established annually by the Board of Trustees to account for the recurring usual and necessary expenses to be funded from the Association's checking account. The fiscal year shall be in common with the calendar year beginning January 1st.

A fiscal year Reserve Budget, the funds of which will be kept in a separate interest-bearing account, will also be established annually to be use primarily as a sinking fund for future major expenses such as roof replacement. It may also be used as a contingency fund for any current unexpected or emergency expenses not in the Operating Budget. Disbursement of reserve funds requires the approval of a majority of the Board of Directors.

Section 3. Establishment of Assessment.

(a) The initial annual assessment was paid at the rate of \$105 per month due on the 1st day of the month. As of January 1, 2005, by vote of the Unit Owners on September 21, 2004, the assessment was raised from \$105 per month to \$135 per month. Thereafter, the assessment may be modified as follows. Each year, on or before August 1, the Board of Directors of the Association shall provide, to each member of the Association, a report of the current year's expenses through the month of June and a copy of a proposed annual budget for the next succeeding fiscal year in which is estimated: (i) individual items of expenditures, (ii) a total amount necessary to pay the cost of carrying out the Association's duties, and (iii) a reasonable amount considered by the Board of Directors of the Association to be necessary for contingencies, all sufficiently detailed to reasonably inform the members. The status and proposed budget for the reserve fund shall also be included.

(b) The Board of Directors shall also set a date for a general meeting of the membership, to take place during August, and shall include a 15-day advance notice of the meeting to be delivered with the proposed budget to each member of the Association. Any proposed increase or decrease in the annual assessment resulting from the proposed Budgets shall be clearly stated in this notice. The purpose of the meeting will be for the Board of Directors to explain the proposed budget to the membership. Each item of the budget shall be discussed and the members shall be given the opportunity to ask questions or request further explanation of such items.

(c) On or before October 1, the membership may request by petition and signed by sixty percent (60%) of the members entitled to vote, a general meeting of the membership to reconsider the proposed budget. Upon receipt of such request, the Board of Directors shall schedule such meeting, during October, and shall notify each member, in writing, with at least 15 days notice, of the time of such meeting and the purpose therefore.

(d) At the meeting held to reconsider the budget, any number of members present shall constitute a quorum. The Board of Directors shall discuss and the members of the Association shall have the opportunity to ask questions about each item of the proposed budget. After the discussion on each item, that item shall be submitted to a vote of the members and shall be considered approved by a simple majority of the members present and voting thereon. After all items in the proposed budget have been discussed and voted upon, the Board shall accept for discussion proposals or additional items of expenditure from the members of the Association. These items shall be discussed and voted upon as provided hereinabove. Any such proposals accepted by a majority vote of the members of the Association present and voting thereon shall be added to and become part of the budget for the next succeeding fiscal year.

(e) The final budget for the Association for the next succeeding fiscal year shall be composed either (i) of the aggregate of those items approved by a majority of the members of the Association present and voting thereon at such meeting as provided for by Section C and D or (ii) the original budget proposed by the Board of Directors and presented to the members under Section B hereof.

(f) On or before November 1 each year, the Board of Directors of the Association shall notify each Owner subject to assessment, in writing, of the amount of the estimate established pursuant to subparagraphs (B) or (C) and (D) hereof, if different from the preceding annual assessment. The estimate shall be divided by the total number of Owners subject to assessment, and the result shall constitute the next annual assessment for each Owner.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for any purpose whatsoever, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section Four. Written notice of any meeting called for the purpose of taking any action authorized under Section Four shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies or absentee ballots entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same

notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis, or for such other period as may be determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on a monthly basis with respect to any Owner on the first month following the recordation of the deed from the Developer by which the Lot is transferred to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The monthly due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid.

Beginning August 1, 2004, The Villas at Huntshire Homeowners Association shall no longer be responsible for and/or pay any sewer or water bills. Effective August 1, 2004, each owner of a Lot or Living Unit shall be responsible for and shall pay their own respective sewer and water bills.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the monthly due date shall bear interest from the due date at the statutory rate of interest, plus a late charge fee of Ten (\$10.00) Dollars per month for each month delinquent or for checks written with insufficient funds. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. If an Owner does not pay a monthly installment of the annual assessment by 5:00 p.m. on the fifteenth day of the month after the month in which the installment was due, the Board may, at its option, declare any remaining balance of the annual assessment for the year to be due and payable and take any and all action necessary to collect the same.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or relieve the Owner's Lot from the lien thereof.

Section 10. Insurance. The Association shall procure and maintain adequate liability and hazard insurance on all property owned by the Association. The Association is authorized and required to procure and maintain liability and hazard insurance on all building structures, components, appurtenances, and systems being a part of the Unit or Lot (or a replacement of any part of a Lot), but excluding personal property contents not constituting a part of the Unit. If insurance upon any property other than the Property owned by the Association is procured and maintained by the Association, it shall be procured and maintained in a manner which provides substantially equal benefits to all Owners.

The Property Insurance paid for by the Association shall cover the following:

(a) Building Unit structure, being the shell only from the drywall out, including the interior floor-to-ceiling walls and partial walls, being the Unit as built to the original specifications at purchase and forming part of the property including decks, screen rooms and sun rooms, patios, driveway, windows, doors, garage door but excluding finished basements (lower level).

(b) Components and appurtenance being the air conditioning system, hot water heater, furnace and related installed components, as applicable.

(c) Systems being:

1. Fresh water delivery system throughout the structure but not the faucet fixtures.
2. Waste water collection system throughout the structure but not the toilets, sinks, showers or bathtubs.
3. Electrical delivery system throughout the structure including the main distribution panel but not the lamp fixtures.
4. Smoke and fire alarm system including the alarm boxes.
5. Exhaust systems for clothes dryer and ventilation.
6. Main level built-in fireplace.

(d) Unit Owner's responsibility will be to provide a Unit Owner's policy with enough Real Property insurance to cover all real property from the thickness of the paint in for each room and the entire finished basement (lower level), as applicable. This includes, but is not limited to, all cabinetry and appliances, floor covering, electrical lighting fixtures, plumbing fixtures, paint, stain, woodwork and lower level built-ins, if applicable. If any further upgrades are made to the original specifications, additional Real Property coverage must be procured by the Unit Owner to protect the Unit Owner.

(e) Unit Owners are also responsible for their own personal property insurance and personal liability insurance.

ARTICLE V EXTERIOR MAINTENANCE

The Association shall be responsible for maintenance to the Common Elements. In addition, the Association shall be responsible for exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: sealing of driveways, staining of cedar decks and cedar stairs, cedar support posts for screen rooms and sunrooms, cedar mailbox posts, and also for paint, repair, replace, and care for driveways, roofs, gutters, downspouts, exterior building surfaces, including patio walls, trees, shrubs (except those planted by Homeowner), walks, grass, and other exterior improvements, with the following exceptions. Such exterior maintenance shall not include glass surfaces of exterior doors, garage doors, and windows or owner-installed walkways, landscaping or any other owner-installed improvement to the exterior.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owners family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the building on any Lot except the glass portions of any door or window. All exterior work must be performed by a licensed and insured contractor.

ARTICLE VI PARKING AND PATIOS

Each Unit shall have two (2) inside garage parking spaces which shall not be a Common Element. A patio and/or deck shall be an assigned space so that the Owner of the Unit has one (1) patio and/or deck space which shall be common area to be maintained by the Association. Screen porches are excluded, except for staining of the exterior.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Applicability. The following provisions shall apply exclusively to Owners other than the Developer. The Developer, even though an Owner for certain purposes of this Declaration, shall not be required to comply with any provisions of this Article VII entitled "Architectural Control."

Section 2. Additions, Changes, or Alterations. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board who may be compensated at the discretion of the Board, except that no Board member may be compensated for such efforts. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully.

Section 3. Fees for Review. If the Architectural Committee receives compensation for its efforts, the Board of Directors may establish a reasonable fee for review of any proposed changes.

Section 4. Guidelines. The Architectural Committee may adopt reasonable guidelines to facilitate the review of proposed changes.

ARTICLE VIII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. 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.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use thereof. Any such use shall be without prejudice to the right of any those Owners to call for a larger contribution from the others under any rule of law which provides for liability or negligent or willful acts or omissions. To the extent that any of the aforementioned items are covered by an insurance policy carried by the Association, the relevant Owner or Owners shall be responsible for the payment of the deductible amount under that policy, and the Association shall apply the policy's proceeds to any repair or replacement.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contributions Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VIII, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The Arbitration shall take place under the Rules of the American Arbitration Association in the St. Louis Metropolitan area.

ARTICLE IX STAGED DEVELOPMENTS

The Developer may make additions to or amend, from time to time, the subdivision map or maps of the Properties, and of any additions to the Properties, and may cause such additions or amendments to be recorded, without the consent of any Owner. Any such additions to the Properties shall be subject to this Declaration by reference hereto on any such subdivision map, all for the purpose of carrying out a general plan of development with respect to such properties.

ARTICLE X USE RESTRICTIONS

Section 1. Residential Uses. Only attached single family- dwelling Units shall be erected on any Lot. No use shall be made of any Unit except as is incidental to the occupation thereof for residence purposes by one private family residing in an attached single family-dwelling.

Section 2. Leases. No owner shall have the right to lease or rent any Unit.
LEASING OF ANY UNIT IS STRICTLY PROHIBITED.

Section 3. Fences. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the Properties unless approved by the board of Directors of The Villas At Huntsdale Homeowners Association.

Section 4. No Commercial Activities. No commercial activity of any kind shall be conducted on any Lot or in any Unit, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

Section 5. Livestock. No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock, or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on any Lot or in any Unit; and no more than a total of three dogs, cats, or other such pets may be kept or maintained on any Lot or in any Unit. The Association is not responsible for removing wild birds and animals from any property, for preventing their access to any property or for any problems that Unit Owners experience from animals being on any property.

Section 6. Parking of Motor Vehicles, Boats, and Trailers. No trucks, or commercial vehicles, boats, house trailers, boat trailers, recreational vehicles, and trailers of every other description shall be permitted to be parked or to be stored on any Lot except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks, trailers, and commercial vehicles, such as for pick-up, delivery, or other commercial services.

Section 7. Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing by the Board of Directors of The Villas At Huntsdale Homeowners Association.

Section 8. Poles. No permanent poles for attaching wires of lines for the purpose of hanging laundry thereon shall be erected, installed, or constructed on any Lot. Permanent poles shall be erected to support birdhouses without the approval of the Board of Directors.

Section 9. Antennas. No outside radio, television, or satellite antenna shall be erected, installed, or constructed on the Properties, without the written consent of the Board of Directors of The Villas At Huntsdale Homeowners Association. Satellite dishes of not more than 18" shall be allowed.

Section 10. Fuel Tanks. No fuel tank or container of any nature shall be placed, erected, installed, or constructed on any Lot, unless approved in writing by the Board of Directors of The Villas At Huntsdale Homeowners Association.

Section 11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 12. Signs. Unit Owners or their agent shall not erect signs on any Lot, Unit or part of any building with the following exceptions: (i) one "For Sale" sign and one "Open House" sign for the sole and exclusive purpose of advertising for sale the Unit and Lot upon which it is erected; (ii) one "Garage Sale" sign on the day of the garage sale (signs should not be larger than 5 square feet in size); and (iii) one political sign per Unit can be displayed 10 days prior to and 2 days after any election.

Section 13. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 14. Dumping of Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such materials shall be disposed of in accordance with the ordinances of the City of Wentzville.

Section 15. Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

Section 16. Water Supply. No individual water supply system shall be permitted on any Lot, except for use in air conditioners and sprinkler systems.

Section 17. Utility Easements. Easements for installation of maintenance utilities and drainage facilities are reserved to the Developer as shown on recorded plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any easement area of any Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 18. Care and Appearance of Premises. The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Villas At Huntsdale Homeowners Association shall have the right upon twenty (20) days notice to the Owner of the Lot involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds, and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Board of Directors of The Villas At Huntsdale Homeowners Association, by reason of its location, or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance.

The Villas At Huntsdale Homeowners Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds, and rubbish therefrom and to do any and all things necessary or desirable in the opinion of The Villas At Huntsdale Homeowners Association to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by The Villas At Huntsdale Homeowners Association shall

be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property effected, equal in priority to the lien provided for in the Article IV.

ORIGINAL SECTION 18 PERTAINING TO GARAGES HAS BEEN DELETED

Section 19. Copies. All purchasers of Units must receive a copy of the Covenants & Restrictions/By-Laws from the seller. If not available, copies may be obtained from the Board for a nominal charge.

Section 20. Noise. Be considerate of neighbors and avoid excessive noise, or late night disturbances by careless use of appliances and equipment, including, but not limited to, radio, television, musical instruments or stereos.

Section 21. Improvements. A Unit Owner may make any improvements to the inside of his or her Unit, as long as such improvements do not impair the structural integrity of the building, alter the outside appearance of the building, endanger any person or endanger any other Unit Owners' property.

Section 22. Organized Sporting Events. Organized team sports are prohibited on the common areas. This prohibition shall not include informal sporting activities among two or three individuals, but any sporting equipment, poles, markers, etc. must be removed before darkness, and said informal sporting activity shall not cause damage to any of the common areas, endanger another person or interfere with any Unit Owner's use of his Unit or other common areas. Group recreational activities which will involve the use of the common area for a time period of over 8 hours and for a group of over 10 persons must be approved by the Board.

Section 23. Patio and Decks. Unit Owners may not screen or enclose their patios or deck without prior written approval of the Board.

Section 24. Unit Owners and Unit occupiers shall not hang or expose clothes, laundry, or similar articles on any of the common grounds, on decks or patios, windows, or exterior of the building, and shall not place awnings, shutters or canopies without written approval of the Board. Temporary holiday decorations are allowed.

Section 25. Insurance. Parts of a Unit not covered by the Association Insurance shall be insured by the Unit Owner. The Association is responsible for insurance for all common elements. The Unit Owner shall be solely responsible for maintaining property insurance on all personal property, any additions (or upgrades) to the original configuration of the Unit, and liability insurance for acts and omissions of the Unit Owner.

Section 26. Change of Ownership. The Unit Owner shall inform the Board, in writing, of any change in Unit ownership or occupation no later than 10 days prior to said anticipated change.

Section 27. Vacant Units. Unit Owners who leave vacant Units during cold weather should set the Unit's thermostat at 50° Fahrenheit minimum to prevent freezing of pipes or other damage to the Unit.

Section 28. Hot Tub, Jacuzzi, etc. No Unit Owner shall install a hot tub, Jacuzzi, whirlpool or similar device (which could be offensive to other residents) without prior written approval of the Board. Before approving any such installation, the Unit Owners who are neighbors to said Unit must also approve said installation.

Section 29. Exterior Planting. Unit Owners and Unit Occupies shall keep the Unit's outside private area in a good state of preservation and cleanliness. All planting shall be within fifteen (15) feet from front and back wall and within five (5) feet from the side wall of the building unless otherwise approved by the Board of Directors or the Architectural Committee. Owners must promptly remove any and all dead owner-installed plantings.

Section 30. Sidewalks. The sidewalks and entrances to each Unit shall be kept clear, and used only for entry/exit.

Section 31. Exterior Faucets. Unit Owners shall disconnect and remove watering hoses and other hoses from exterior faucets no later than November 1st of each year.

Section 32. Repair, Maintenance and Replacement. Unit Owners shall be responsible for the repair, maintenance and replacement of the following Unit items:

- Overhead garage doors (including hinges, rollers, tracks, locks, weather seal and stripping). Replacement doors must be white and conform to the look of other Units.
- Windows and screens (including window frames and porch screening).
- Sliding glass doors and screens (including operation of handles, locks, weather-stripping and frames).
- Front entrance doors (includes hinges, locks, weather-stripping and frames). Replacement doors must be white and conform to the look of other Units. Storm and screen doors added by the Unit Owner should be white in color.
- All glass breakage up to \$500. The Homeowners Association has a \$500 deductible for glass breakage.
- Air conditioning unit (includes compressor, electrical boxes, etc.).
- Doorbells and associated wiring.
- Outside light fixtures attached to the Unit which must be consistent with other Units.
- Individual sewer lines as far as the trunk line.
- All interior walls, ceilings, and floors.

Section 33. Pets. Unit Owners shall not put up a structure for any animal outside of the Unit at any time. When outside the Unit, all Unit Owners must keep pets on a leash and said pets must be supervised and accompanied by its owner or keeper. Walk pets in areas away from buildings, walks, and drives. You must clean up after your pet in all areas of the Development.

ORIGINAL SECTION 34 PERTAINING TO SIGNS IS DELETED AS IT IS COVERED IN ARTICLE X SECTION 12

Section 34. Trash Containers. Unit Owners shall provide suitable trash containers for trash and other materials for disposal. The cost of trash pick-up is paid for by the Association as part of the assessment. Only place trash in the containers that are acceptable according to the rules of the trash collection company, including recycling items.

Section 35. Trash Pick-Up. The Board may, in its sole discretion, enter into contract(s) for trash pick-up by one vendor. This would normally benefit the Association by limiting the amount of traffic and/or safety concerns. Trash pick-up days are published by that vendor.

Section 36. Fireplaces. All wood-burning fireplaces must be kept clean, and in proper working condition by the Unit Owner. The Unit Owner shall be responsible for having the chimney cleaned and inspected once a year to prevent fires that could damage other Units.

Section 37. Firewood. Unit Owners shall store firewood in small quantities in a metal rack (or other storage device approved by the Board). Do not store within vision of the street, adjacent to any part of the building, or in any common areas.

Section 38. Fines. The Board shall have the authority to impose fines for continued violations of these Covenants and Restrictions and/or the By-Laws. After giving written notice of the violation, the Board shall have the discretion to impose a fine of \$50.00 for failure to correct the violation set forth in the notice to Unit Owner and shall send the Unit Owner an additional charge for said fine. This \$50.00 fine shall be considered a separate assessment on the Unit Owner in addition to the Unit Owners usual and regular monthly or annual assessment. If the Owner does not pay the fine within thirty (30) days of the notice of imposed fine, such fine shall be a charge on the property of said Unit Owner and shall be a continuing lien against the property of said Owner. Subsequent violations may result in a fine of up to \$500 at the discretion of the Board. A Unit Owner may appeal the notice of violation and/or imposition of the fine by an appearance before the Board. The Unit Owner may request an appeal appearance, in writing, to the President of the Board within ten (10) days from receipt of violation notice.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such action instituted by the Association, acting through its Board of Directors, exclusively, the prevailing party shall have the right to collect reasonable attorneys fees and if the Association is the prevailing party it shall also have the right to recover costs of suit.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for three consecutive extensions. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-five percent (65%) of the Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners. Any amendment must be recorded. For purpose of this Section the Developer shall have the right to veto any amendment, so long as the Developer has voting rights pursuant to Article III, Section 2.

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Bonnie Yust
212 Huntsdale Drive
Wentzville, MO 63385

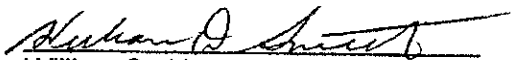
Sharon Smythe
210 Huntsdale Drive
Wentzville, MO 63385


Name: _____
204 Huntsdale Drive
Wentzville, MO 63385


Name: _____
204 Huntsdale Drive
Wentzville, MO 63385

Name: _____
202 Huntsdale Drive
Wentzville, MO 63385


Name: _____
202 Huntsdale Drive
Wentzville, MO 63385



William Smith
22 Austin Hill Court
Wentzville, MO 63385



Joan Smith
22 Austin Hill Court
Wentzville, MO 63385


Kay Garofalo
20 Austin Hill Court
Wentzville, MO 63385


Dr. S. Kulkamthorn
30 Austin Hill Court
Wentzville, MO 63385


Jerry Lewis
26 Austin Hill Court
Wentzville, MO 63385


Judy Lewis
26 Austin Hill Court
Wentzville, MO 63385


Don Poulson
24 Austin Hill Court
Wentzville, MO 63385

Diane Poulson
24 Austin Hill Court
Wentzville, MO 63385


Frances Carfagno
28 Austin Hill Court
Wentzville, MO 63385

RECORD AS IS

George Kottmeier

George Kottmeier
34 Austin Hill Court
Wentzville, MO 63385

Judith Kottmeier

Judith Kottmeier
34 Austin Hill Court
Wentzville, MO 63385

Hugo Grimm

Hugo Grimm
32 Austin Hill Court
Wentzville, MO 63385

Oriana Grimm

Oriana Grimm
32 Austin Hill Court
Wentzville, MO 63385

Carl Kindermann

Carl Kindermann
31 Austin Hill Court
Wentzville, MO 63385

Pat Kindermann

Pat Kindermann
31 Austin Hill Court
Wentzville, MO 63385

Stanley Copling

Stanley Copling
29 Austin Hill Court
Wentzville, MO 63385

Nancy Copling
Nancy Copling
29 Austin Hill Court
Wentzville, MO 63385

Dale Meder

Dale Meder
25 Austin Hill Court
Wentzville, MO 63385

Helen Meder

Helen Meder
25 Austin Hill Court
Wentzville, MO 63385

Bev Frock

Bev Frock
27 Austin Hill Court
Wentzville, MO 63385

Jeanette Lentz

Jeanette Lentz
21 Austin Hill Court
Wentzville, MO 63385

Roland Temme

Roland Temme
23 Austin Hill Court
Wentzville, MO 63385

Ruth Ann Temme

Ruth Ann Temme
23 Austin Hill Court
Wentzville, MO 63385

Robert Vaughn
Robert Vaughn
42 York Hill Court
Wentzville, MO 63385

Lorraine Vaughn
Lorraine Vaughn
42 York Hill Court
Wentzville, MO 63385

William Evans
William Evans
40 York Hill Court
Wentzville, MO 63385

Mary Evans
Mary Evans
40 York Hill Court
Wentzville, MO 63385

Raymond Meyers
Raymond Meyers
46 York Hill Court
Wentzville, MO 63385

Bettie Meyers
Bettie Meyers
46 York Hill Court
Wentzville, MO 63385

Cynthia Stouffer
Cynthia Stouffer
44 York Hill Court
Wentzville, MO 63385

Linda Honeycutt
Linda Honeycutt
48 York Hill Court
Wentzville, MO 63385

John Hunt
John Hunt
50 York Hill Court
Wentzville, MO 63385

Marilyn Hunt
Marilyn Hunt
50 York Hill Court
Wentzville, MO 63385

Scott Wilson
Scott Wilson
54 York Hill Court
Wentzville, MO 63385

Frances Parrino
Frances Parrino
58 York Hill Court
Wentzville, MO 63385

Frank T. Krish
Frank Krish
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Wentzville, MO 63385

Barbara Krish
Barbara Krish
52 York Hill Court
Wentzville, MO 63385

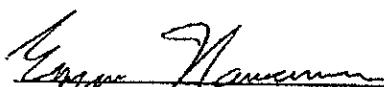
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56 York Hill Court
Wentzville, MO 63385

Donna Thomas
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53 York Hill Court
Wentzville, MO 63385

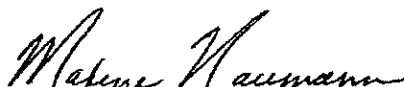
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Wentzville, MO 63385

Shirley W. Mosley
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57 York Hill Court
Wentzville, MO 63385

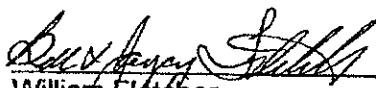
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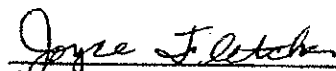
Eugene Naumann
59 York Hill Court
Wentzville, MO 63385



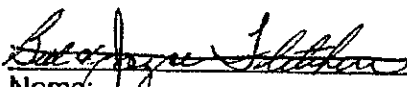
Maxine Naumann
59 York Hill Court
Wentzville, MO 63385



William Fletcher
55 York Hill Court
Wentzville, MO 63385



Joyce Fletcher
55 York Hill Court
Wentzville, MO 63385




Name:
49 York Hill Court
Wentzville, MO 63385



David Agne
45 York Hill Court
Wentzville, MO 63385



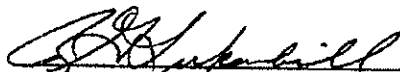
Michael Finn
51 York Hill Court
Wentzville, MO 63385



Lorene Finn
51 York Hill Court
Wentzville, MO 63385

Croyle Buntaine
47 York Hill Court
Wentzville, MO 63385

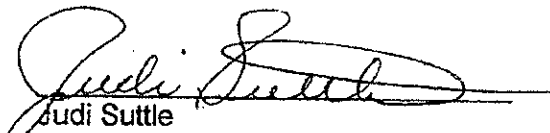
Linda Buntaine
47 York Hill Court
Wentzville, MO 63385



Richard Lukenbill
41 York Hill Court
Wentzville, MO 63385



Helen Lukenbill
41 York Hill Court
Wentzville, MO 63385



Judi Suttle
43 York Hill Court
Wentzville, MO 63385


Name: _____
Address: _____
Wentzville, MO 63385

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

On this 5th day of November, 2005, before me personally appeared
William D. Smith, Joan Smith, Kay Garofalo, Jerry R. Lewis, Judy Lewis, Don Poulson,
Frances Carfagno, George Kottmeier, Judith Kottmeier, Hugo Grimm, Orianna Grimm,
Carl Kindermann, Pat Kindermann, Stanley Copling, Dale Meder, Helen Meder, Bev
Frock, Jeanette Lentz, Roland Temme, Ruth Ann Temme, William Evans, Mary Evans,
Raymond Meyers, Linda Honeycutt, Jack Hunt, Marilyn Hunt, Fran Parrino, Frank T.
Krisch, Barbara Krisch, Shirley Arbogast, Donna Thomas, Maurice Mosley, Shirley W.
Mosley, Eugene Naumann, Maxine Naumann, Bill Fletcher, Joyce Fletcher, David
Agne, Michael Finn, Richard Lukenbill, Helen Lukenbill, and Judi Suttle

to be known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their free act and deed.

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


Notary Public

My Commission Expires:

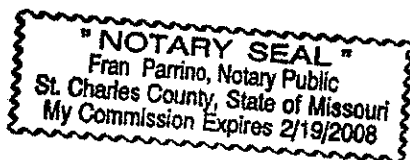


EXHIBIT A

Legal Description

A TRACT OF LAND BEING PART OF SECTION 27 AND INCLUDING ALL OF LOT 21 OF "EL MAU ACRES", TOWNSHIP 47 NORTH, RANGE 1 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, WHICH IS PLATTED AS THE VILLAS AT HUNTSDALE PLAT ONE ACCORDING TO PLAT BOOK 39 PAGE 127, LOCATED IN ST. CHARLES COUNTY, MISSOURI