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\$33.00
CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

RECORDING MEMORANDUM

Instrument: Fifth Amendment to Barathaven Residential Declaration

Grantor: Barathaven Residential Homeowners' Association
c/o Community Managers Associates, Inc.
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Grantee: Barathaven Residential Homeowners' Association
c/o Community Managers Associates, Inc.
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Date: September 20, 2016

Legal Description: Barathaven as per plat recorded in Plat Book 43, Page 120 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hetero as Exhibit "A" and incorporated herein by reference

County: St. Charles County, Missouri

Return to: Nodiff & Billy, The Community Association Lawyers
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989

This cover page is attached solely for the purpose of complying with the requirements of Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. (2001) of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive portions of this Instrument. In the event of a conflict between the provisions of this cover page and the provisions of this Instrument, the Instrument shall control.

**FIFTH AMENDMENT TO
BARATHAVEN RESIDENTIAL DECLARATION**

THIS AMENDMENT is made this 20 day of September, 2016 by Barathaven Residential Homeowners Association ("Association").

WHEREAS, Barathaven Residential is a residential community created and existing under the "Barathaven Residential Declaration" recorded on April 26, 2006 in Book DE4468, Page 599, as amended by the instruments recorded on May 26, 2006 in Book DE4490, Page 1892; November 16, 2006 in Book DE4625, Page 1903; November 29, 2007 in Book DE4884, Page 2162; and June 5, 2014 in Book DE6196, Page 1070, all in the records of St. Charles County, Missouri (collectively, the "Declaration"); and

WHEREAS, the Declaration may be amended under Section 13.1 by the affirmative vote of a majority of the Owners at a meeting that is attended by at least thirty percent (30%) of the Owners; and

WHEREAS, the Association and its owners desire and intend to amend Article V, Section 5.1(c)(2) to allocate the responsibility and cost to maintain, repair and replace shrubs and trees on the Villa Lots from the Association to each individual Villa Lot Owner; and

WHEREAS, the Association and its owners desire to amend Article VI, Section 6.2(a) to allocate Common Expense for any maintenance and/or repair of a detention basin or retention basin to all of the Lots, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. *Declaration, Article V, Section 5.1(c)(2) with respect to Maintenance is deleted in its entirety and the following relating to the same subject is adopted in lieu thereof to read as follows:*

"(2) The Association shall perform certain exterior maintenance upon each Villa Lot, as more particularly described in this Declaration, including maintenance of grass and lawn sprinkler systems servicing the Villa Lots. The Owner of a Villa Lot shall maintain, repair and replace all trees and shrubs on his/her Lot at his/her own cost. Any changes, alterations and improvements to the landscaping on the Villa Lots remain subject to Board review and approval pursuant to the Declaration. An Owner of a Villa Lot shall not have the right to apply a different color, paint/stain or quality (other than the same color or stain and quality as originally provided by Declarant) to siding, gutters, trim, downspouts, roofing, doors, decks, patios or fences without prior written approval by the Board."

B. Declaration, Article VI, Section 6.2(a) with respect to Common Expense Assessments Affecting Fewer than All Lots is deleted in its entirety and the following relating to the same subject is adopted in lieu thereof to read as follows:

“(a) Any Common Expense, or portion thereof, which benefits only the Villa Lots shall be assessed exclusively against the Villa Lots, equally and any other Common Expense which benefits fewer than all of the Lots, may be assessed exclusively against the Lots benefited, equally or on any basis deemed equitable by the Board under the circumstances, pursuant to such Rules as adopted by the Board. Any Common Expense related to the maintenance and/or repair of a detention basin or retention basin shall not be allocated to fewer than all of the Lots.”

C. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption by the Owners and, by their signatures below, certify that this Amendment has been duly approved by the Owners as provided in Section 13.1 of the Declaration.

D. This Amendment shall be recorded in the Office of Recorder of Deeds of St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after recording.

[Signatures on the next page.]

**BARATHAVEN SUBDIVISION
EXHIBIT "A"
LEGAL DESCRIPTION OF SUBDIVISION**

Barathaven as per plat recorded in Plat Book 43, Page 120 of the records of St. Charles County, Missouri.

UNOFFICIAL

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\$51.00
CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:GBEQUETTE

RECORDING MEMORANDUM

Instrument: Fourth Amendment to Barathaven Residential Declaration

Grantor: Barathaven Residential Homeowners' Association
c/o Ms. Jessica Goodman, Community Managers Associates, Inc.,
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Grantee: Barathaven Residential Homeowners' Association
c/o Ms. Jessica Goodman, Community Managers Associates, Inc.,
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Date: April 27, 2016

Legal Description: Barathaven as per plat recorded in Plat Book 43, Page 120 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hetero as Exhibit "A" and incorporated herein by reference

County: St. Charles County, Missouri

Reference: Book DE4468, Page 599
Book DE6196, Page 1070

Return to: Nodiff & Billy, The Community Association Lawyers
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989

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**FOURTH AMENDMENT TO
BARATHAVEN RESIDENTIAL DECLARATION**

THIS AMENDMENT is made this 27th day of April, 2016 by the Board of Directors of Barathaven Residential Homeowners Association ("Association").

WHEREAS, Barathaven Subdivision is a residential community created and existing under the "Barathaven Residential Declaration" recorded on April 26, 2006 in Book DE4468, Page 599, as amended by the instruments recorded on May 25, 2006 in Book DE4490, Page 1892; November 16, 2006 in Book DE4625, Page 1993; November 29, 2007 in Book DE4884, Page 2162; and June 5, 2014 in Book DE6196, Page 1070, all in the records of St. Charles County, Missouri (collectively, the "Declaration"); and

WHEREAS, certain real property comprising the Subdivision is more particularly described and depicted on the plat recorded in Plat Book 43, Page 120 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Board is authorized to amend the Declaration to correct drafting errors pursuant to Section 13.5 of the Declaration; and

WHEREAS, the Owners voted to approve and adopt an amendment to the Declaration with respect to solar panels on June 5, 2014; this amendment was recorded in Book DE6196, Page 1070 ("Solar Panel Amendment") and attached hereto, marked Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Solar Panel Amendment is erroneously titled as the "Second Amendment" to the Declaration; and

WHEREAS, the Board desires to rename the Solar Panel Amendment as the "Fourth Amendment to Barathaven Residential Declaration" to avoid confusion by recording of this instrument ("Fourth Amendment").

NOW THEREFORE, the Board declares the Fourth Amendment has been duly adopted by the Board, pursuant to its authority in Section 13.5 of the Declaration.

A. *The President and Secretary of the Association are authorized to execute and record this Amendment and certify that the original amendment was duly approved by the Board as provided in Section 13.5 of the Declaration.*

B. *This Amendment shall be recorded in the Office of Recorder of Deeds of St. Charles County, Missouri.*

BARATHAVEN SUBDIVISION
EXHIBIT "A"
LEGAL DESCRIPTION OF SUBDIVISION

Barathaven as per plat recorded in Plat Book 43, Page 120 of the records of St. Charles County, Missouri.

**BARATHAVEN SUBDIVISION
EXHIBIT "B"
SECOND AMENDMENT TO BARATHAVEN RESIDENTIAL DECLARATION
(duly recorded on June 5, 2014 in Book DE6196, Page 1070)**

UNOFFICIAL

RECORDING MEMORANDUM

Instrument: Second Amendment to Barathaven Residential Declaration

Grantor: Residential Lot Owners of Barathaven Subdivision
c/o Mr. Jim Gasich, Community Managers Associates, Inc.,
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Grantee: Barathaven Residential Homeowners' Association
c/o Mr. Jim Gasich, Community Managers Associates, Inc.,
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Date: JUNE 5, 2014

Legal Description: Barathaven as per plat recorded in Plat Book 43, Page 130 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hetero as Exhibit "A" and incorporated herein by reference

County: St. Charles County, Missouri

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

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**SECOND AMENDMENT TO
BARATHAVEN RESIDENTIAL DECLARATION**

THIS AMENDMENT is made this 5th day of JUNE, 2014 by the Barathaven Residential Homeowners Association ("Association").

WHEREAS, Barathaven Subdivision exists under the "Barathaven Residential Declaration" recorded on April 26, 2006 in Book DE4468, Page 599 in the records of St. Charles County, Missouri ("Declaration");

WHEREAS, certain real property comprising the Subdivision is more particularly described and depicted on the plat recorded in Plat Book 43, Page 130 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Declaration may be amended under Section 13.1 by vote or agreement at a meeting of the majority of the Owners to which votes in the Association are allocated voting at any meeting which is attended by thirty percent (30%) of the Owners; and

WHEREAS, the Association desires and intends to amend the Declaration to provide a process for approval of solar panels within the Subdivision, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. *Exhibit B, Section (11) with respect to Solar Panels is deleted in its entirety and the following relating to the same subject is adopted in lieu thereof to read as follows:*

"(11) This Section is intended to foster use of solar energy by homeowners in the community while preserving the architectural theme of the community by providing guidance to Owners, contractors, engineers, architects and others providing services on behalf of Owners, regarding matters of particular concern to the Board in considering Owners' applications for installation of solar energy systems on Lots in the community.

(a) Design Review. Any Owner desiring to install a solar energy system ("System") at his or her Lot (also referred to herein as "Dwelling") must apply to the Board as provided in Article IX of the Declaration.

(b) Application. Prior to installing any System, the Owner shall apply to the Board for approval using such form as the Board may prepare and modify from time to time ("Application"). The Application shall include plans and specifications depicting (i) the location, design, dimensions, materials, and colors of the proposed System, (ii) construction drawings showing the number of collectors, attachment to the roof

structure, and location of any exterior components, (iii) a sample or illustrated brochure of the proposed System, and (iv) calculations showing the number and area of the collectors required ("Plans"). Three copies of the Application, including the Plans, shall be furnished to the Board.

(c) Determinations. The Board shall approve or reject the Application within 60 days after receipt of a complete Application and Plans. The Board shall state its decision in writing. A rejection shall state the reasons, and the Owner may make a new Application. If the Board does not act within the allotted time, the Application shall be deemed approved. Board determinations shall be upheld so long as made in good faith and are not arbitrary or capricious with respect to solar energy.

(d) Criteria. The following criteria apply to installation of Systems:

- (i) Panels and related fixtures shall be firmly secured in accordance with the manufacturer's recommendations, industry standards and local governmental building codes.
- (ii) A copy of all applicable local governmental building permits, approval from electric utility and approval by fire protection district shall be provided to the Board before any work begins.
- (iii) A copy of the contractor's certificate of insurance evidencing current general liability insurance of at least one million dollars and workers compensation insurance in accordance with the laws of the State of Missouri shall be provided to the Board before any work begins.
- (iv) Installers shall comply with such reasonable regulations as may be adopted by the Board under Section 4.5 of the Declaration with respect to hours of operation, parking of workers' vehicles, storage of equipment and materials on site, review fees and security deposit.
- (v) Panels shall be installed flush with the rear roof of the Dwelling and shall not be visible from the street. A roof on the side of the Dwelling facing a street is not a rear roof.
- (vi) Panels shall face due west to southwest.
- (vii) Panels shall be mounted square to the roof and shall be no closer than two (2) feet to the edge of the roof.
- (viii) To the extent possible, panels, trim and framing materials of the System shall be color treated to match the roofing material.

- (ix) To the extent possible, trim and frame materials shall not be reflective.
 - (x) To the extent possible, conduit, pipes, wiring, and equipment related to the System shall be hidden from view (by locating under the panels or inside the envelope of the Dwelling) or, if visible, shall be color treated to match the roofing material or exterior walls, as the case may be.
 - (xi) To the extent possible, components mounted on the exterior of the Dwelling such as inverters and switches shall be placed at inconspicuous locations and approved by the O'Fallon Fire Protection District.
- (e) Administration. (i) Changes in Plans. Installation of a System shall comply with the Plans approved by the Board. Any material change in the approved Plans shall be submitted for prior approval of the Board as provided in Section (b).
- (ii) Certification. The Owner shall forward a Certificate of Operation annually indicating that the System is operating as designed. If the System is no longer operating as designed, the Owner shall have sixty (60) days to repair and restore the System or shall remove the System and restore the Dwelling to its prior condition.
 - (iii) No Waiver. Approval of an Application and Plans shall not waive the right to withhold approval of similar applications or plans submitted in the future for approval.
 - (iv) Variances. An Owner may request a variance for any of the criteria and procedures in this Section by written request to the Board. The request for a variance shall be published to the Owners within ten (10) days of receipt to provide Owner with thirty (30) days to provide comments to the Board. After the comment period has elapsed, the Board shall make a determination on the application pursuant to Section (c). If granted, the variance shall be in writing and does not preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
 - (v) Obstructions. The Association has no obligation to ensure the System is free from obstructions, such as trees from adjacent property or the common ground.
 - (vi) Conflict. The Declaration shall apply to all Systems to the extent not inconsistent with this Section. In the event of any conflict between this Section and Article IX, the provisions of this Section shall control.
- (f) Enforcement. Any noncompliance with this Section may be enforced as provided in Declaration including the right to recover fines, costs and reasonable attorney's fees.

B. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption by the Owners and, by their signatures below, certify that this Amendment has been duly approved by the Owners as provided in Section 13.1 of the Declaration.

C. This Amendment shall be recorded in the Office of Recorder of Deeds of St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after recording.

IN WITNESS WHEREOF, the Board of Directors of Barathaven Residential Homeowners Association, by its duly authorized officers, has executed this Amendment on the day and year first above written.

Board of Directors
 Barathaven Residential Homeowners
 Association, a Missouri nonprofit corporation,

By: Norman F. Nieder
 President **NORMAN F. NIEDER**

[NO SEAL]

Attest: Lorely D. Miller 5/15/2015
 Secretary

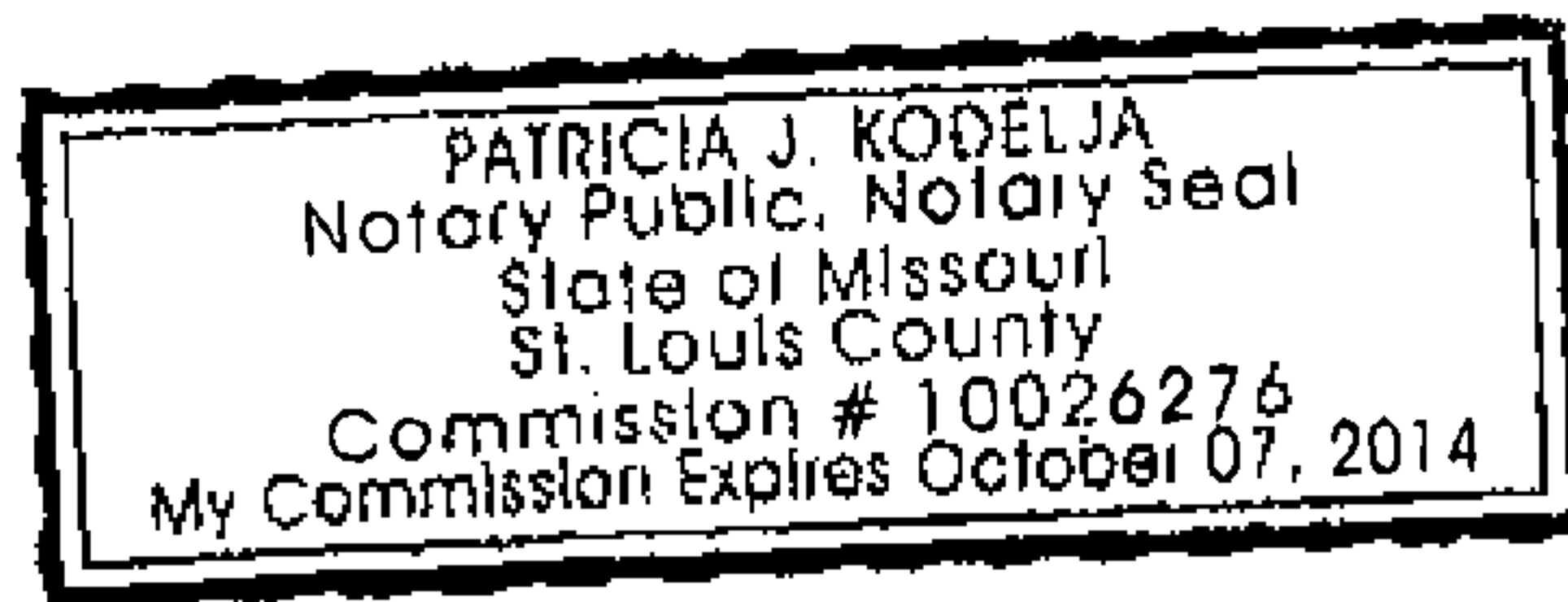
STATE OF MISSOURI)
) SS
 COUNTY OF ST. CHARLES)

On this 15th day of May, 2014 before me appeared NORMAN F. NIEDER, to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Directors of Barathaven Residential Homeowners Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said corporation, and that said person acknowledged said instrument to be his/her 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.

Patricia J. Kodolja
 Notary Public

My Commission Expires: 10 7-14



BARATHAVEN SUBDIVISION
EXHIBIT "A"
LEGAL DESCRIPTION OF SUBDIVISION

Barathaven as per plat recorded in Plat Book 43, Page 130 of the records of St. Charles County, Missouri

UNOFFICIAL

20140605000289580 AMEND

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\$36.00

CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY:PGOODRICH

RECORDING MEMORANDUM

Instrument: Second Amendment to Barathaven Residential Declaration

Grantor: Residential Lot Owners of Barathaven Subdivision
c/o Mr. Jim Gasich, Community Managers Associates, Inc.,
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Grantee: Barathaven Residential Homeowners' Association
c/o Mr. Jim Gasich, Community Managers Associates, Inc.,
14323 South Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Date: JUNE 5, 2014

Legal Description: Barathaven as per plat recorded in Plat Book 43, Page 130 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hetero as Exhibit "A" and incorporated herein by reference

County: St. Charles County, Missouri

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

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**SECOND AMENDMENT TO
BARATHAVEN RESIDENTIAL DECLARATION**

THIS AMENDMENT is made this 5th day of JUNE, 2014 by the Barathaven Residential Homeowners Association ("Association").

WHEREAS, Barathaven Subdivision exists under the "Barathaven Residential Declaration" recorded on April 26, 2006 in Book DE4468, Page 599 in the records of St. Charles County, Missouri ("Declaration");

WHEREAS, certain real property comprising the Subdivision is more particularly described and depicted on the plat recorded in Plat Book 43, Page 130 of the records of St. Charles County, Missouri ("Plat"); the legal description of said property is attached hetero as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Declaration may be amended under Section 13.1 by vote or agreement at a meeting of the majority of the Owners to which votes in the Association are allocated voting at any meeting which is attended by thirty percent (30%) of the Owners; and

WHEREAS, the Association desires and intends to amend the Declaration to provide a process for approval of solar panels within the Subdivision, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. *Exhibit B, Section (11) with respect to Solar Panels is deleted in its entirety and the following relating to the same subject is adopted in lieu thereof to read as follows:*

"(11) This Section is intended to foster use of solar energy by homeowners in the community while preserving the architectural theme of the community by providing guidance to Owners, contractors, engineers, architects and others providing services on behalf of Owners, regarding matters of particular concern to the Board in considering Owners' applications for installation of solar energy systems on Lots in the community.

(a) Design Review. Any Owner desiring to install a solar energy system ("System") at his or her Lot (also referred to herein as "Dwelling") must apply to the Board as provided in Article IX of the Declaration.

(b) Application. Prior to installing any System, the Owner shall apply to the Board for approval using such form as the Board may prepare and modify from time to time ("Application"). The Application shall include plans and specifications depicting (i) the location, design, dimensions, materials, and colors of the proposed System, (ii) construction drawings showing the number of collectors, attachment to the roof

structure, and location of any exterior components, (iii) a sample or illustrated brochure of the proposed System, and (iv) calculations showing the number and area of the collectors required ("Plans"). Three copies of the Application, including the Plans, shall be furnished to the Board.

(c) Determinations. The Board shall approve or reject the Application within 60 days after receipt of a complete Application and Plans. The Board shall state its decision in writing. A rejection shall state the reasons, and the Owner may make a new Application. If the Board does not act within the allotted time, the Application shall be deemed approved. Board determinations shall be upheld so long as made in good faith and are not arbitrary or capricious with respect to solar energy.

(d) Criteria. The following criteria apply to installation of Systems:

- (i) Panels and related fixtures shall be firmly secured in accordance with the manufacturer's recommendations, industry standards and local governmental building codes.
- (ii) A copy of all applicable local governmental building permits, approval from electric utility and approval by fire protection district shall be provided to the Board before any work begins.
- (iii) A copy of the contractor's certificate of insurance evidencing current general liability insurance of at least one million dollars and workers compensation insurance in accordance with the laws of the State of Missouri shall be provided to the Board before any work begins.
- (iv) Installers shall comply with such reasonable regulations as may be adopted by the Board under Section 4.5 of the Declaration with respect to hours of operation, parking of workers' vehicles, storage of equipment and materials on site, review fees and security deposit.
- (v) Panels shall be installed flush with the rear roof of the Dwelling and shall not be visible from the street. A roof on the side of the Dwelling facing a street is not a rear roof.
- (vi) Panels shall face due west to southwest.
- (vii) Panels shall be mounted square to the roof and shall be no closer than two (2) feet to the edge of the roof.
- (viii) To the extent possible, panels, trim and framing materials of the System shall be color treated to match the roofing material.

- (ix) To the extent possible, trim and frame materials shall not be reflective.
 - (x) To the extent possible, conduit, pipes, wiring, and equipment related to the System shall be hidden from view (by locating under the panels or inside the envelope of the Dwelling) or, if visible, shall be color treated to match the roofing material or exterior walls, as the case may be.
 - (xi) To the extent possible, components mounted on the exterior of the Dwelling such as inverters and switches shall be placed at inconspicuous locations and approved by the O'Fallon Fire Protection District.
- (e) Administration. (i) Changes in Plans. Installation of a System shall comply with the Plans approved by the Board. Any material change in the approved Plans shall be submitted for prior approval of the Board as provided in Section (b).
- (ii) Certification. The Owner shall forward a Certificate of Operation annually indicating that the System is operating as designed. If the System is no longer operating as designed, the Owner shall have sixty (60) days to repair and restore the System or shall remove the System and restore the Dwelling to its prior condition.
- (iii) No Waiver. Approval of an Application and Plans shall not waive the right to withhold approval of similar applications or plans submitted in the future for approval.
- (iv) Variances. An Owner may request a variance for any of the criteria and procedures in this Section by written request to the Board. The request for a variance shall be published to the Owners within ten (10) days of receipt to provide Owner with thirty (30) days to provide comments to the Board. After the comment period has elapsed, the Board shall make a determination on the application pursuant to Section (c). If granted, the variance shall be in writing and does not preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
- (v) Obstructions. The Association has no obligation to ensure the System is free from obstructions, such as trees from adjacent property or the common ground.
- (vi) Conflict. The Declaration shall apply to all Systems to the extent not inconsistent with this Section. In the event of any conflict between this Section and Article IX, the provisions of this Section shall control.
- (f) Enforcement. Any noncompliance with this Section may be enforced as provided in Declaration including the right to recover fines, costs and reasonable attorney's fees.

B. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption by the Owners and, by their signatures below, certify that this Amendment has been duly approved by the Owners as provided in Section 13.1 of the Declaration.

C. This Amendment shall be recorded in the Office of Recorder of Deeds of St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after recording.

IN WITNESS WHEREOF, the Board of Directors of Barathaven Residential Homeowners Association, by its duly authorized officers, has executed this Amendment on the day and year first above written.

Board of Directors
Barathaven Residential Homeowners
Association, a Missouri nonprofit corporation,

By: Norman F. Nieder
President NORMAN F. NIEDER

[NO SEAL]

Attest: Lynette D. Miller 5/15/2015
Secretary

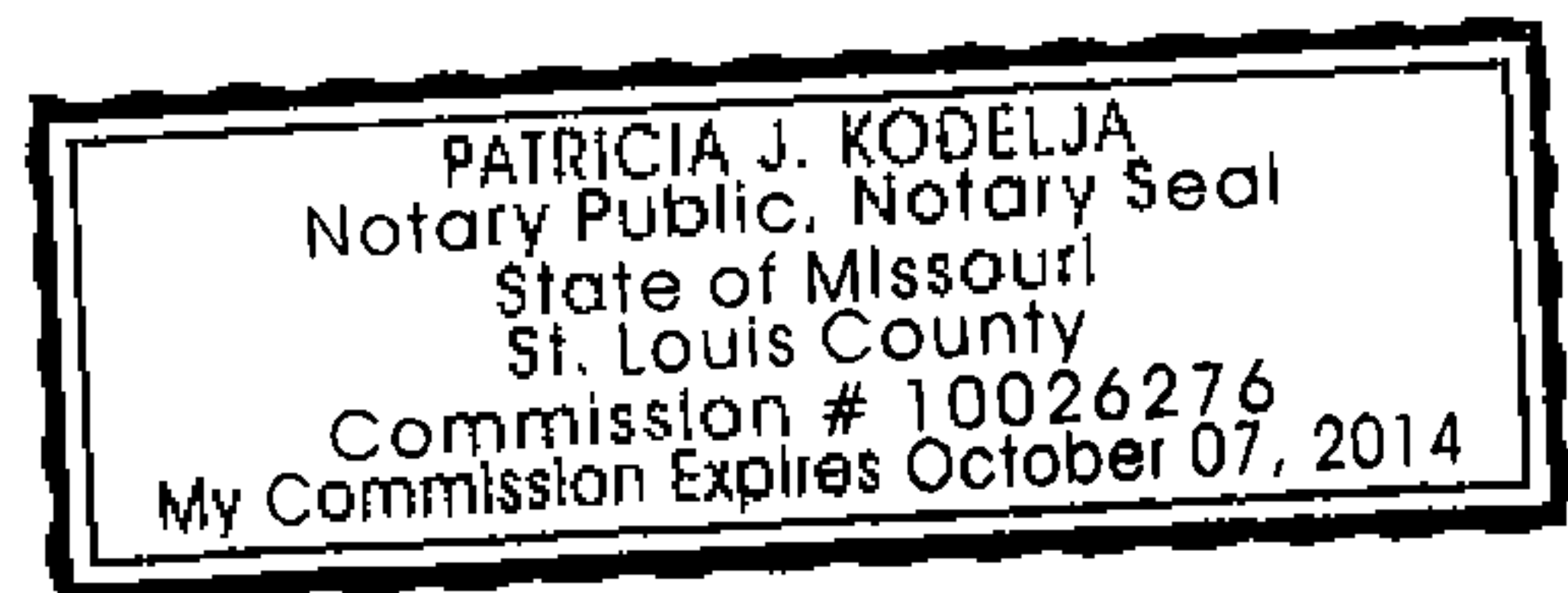
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 15th day of May, 2014 before me appeared NORMAN F. NIEDER, to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Directors of Barathaven Residential Homeowners Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said corporation, and that said person acknowledged said instrument to be his/her 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.

Patricia J. Kodelja
Notary Public

My Commission Expires: 10 7-14



BARATHAVEN SUBDIVISION
EXHIBIT "A"
LEGAL DESCRIPTION OF SUBDIVISION

Barathaven as per plat recorded in Plat Book 43, Page 130 of the records of St. Charles County, Missouri

UNOFFICIAL

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L-4
S-3



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08/06/2012 02:16:07 PM 1/5

CERTIFIED-FILED FOR RECORD

Barbara J. Hall

Recorder of Deeds

St. Charles County, Missouri

BY:JJARDINE

August 6, 2012 **DECLARATION OF COVENANTS AND RESTRICTIONS**

The Declarant, CP-SPE, LLC, is the owner in fee simple of certain real property, hereinafter called "Restricted Property," lying, being, and situate in the County of St. Charles, State of Missouri, and described as follows; to wit:

(LEGAL DESCRIPTION – SEE ATTACHMENT A)

The "Restricted Property" herein is, or will become, a wetland under the regulatory jurisdiction of the St. Louis District of the U.S. Army Corps of Engineers (hereinafter referred to as the U.S. Army Corps of Engineers), pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant is the applicant for U.S. Army Corps of Engineers permit number P-2498, to place fill in wetlands in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number P-2498 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetlands pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant and the U.S. Army Corps of Engineers have reached an agreement whereby the Declarant will be permitted to place fill in wetlands in accordance with the terms and conditions of U.S. Army Corps of Engineers permit number P-2498, and; that in consideration for the permittee to place fill material in wetlands, the Declarant will mitigate the adverse environmental effects resulting from the placement of fill material in wetlands by deed restricting 1.5 acres of wetlands and waterbodies as described herein as the "Restricted Property" and dedicating the realty described as the "Restricted Property" for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in wetlands would not have been granted but for the performance of the mitigation measures contained in the said permit, including the dedication of the "Restricted Property" for this use as environmental mitigation, and; that, a certified copy of this document, as recorded in the Office of the County Recorder for St. Charles County, Missouri, must be submitted to the U.S. Army Corps of Engineers within 60 days of execution of permit number P-2498 and; the said permit is issued in consideration for the performance of the mitigation measures contained in the said permit, including the execution and recording of this Declaration of Covenants and Restrictions.

NOW THEREFORE, the Declarant for and in consideration of the facts herein recited and the mutual covenants, terms, conditions and restrictions herein contained, does hereby make the following covenants and creates the following restrictions on the "Restricted Property", for the purpose set forth herein:

COVENANTS OF DECLARANT:

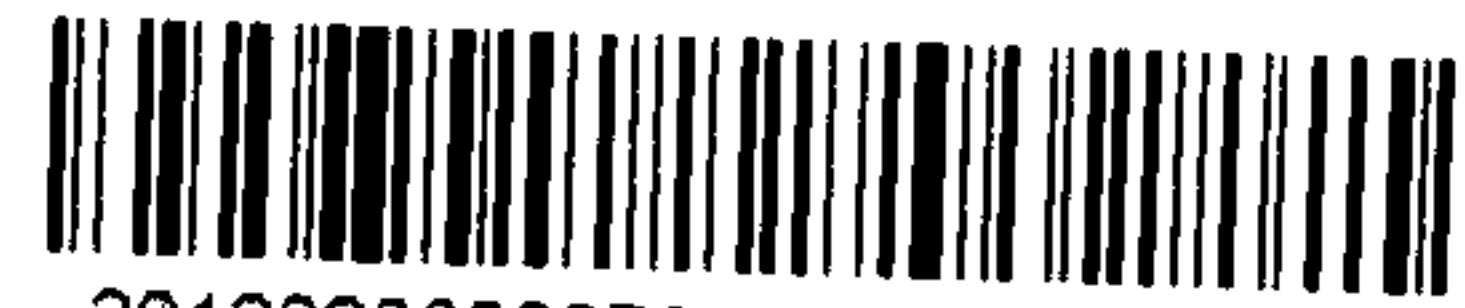
1. The Declarant shall not obstruct the view of "Restricted Property" in its natural, scenic, and open condition;



2. The Declarant does hereby insure the right of the U.S. Army Corps of Engineers, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the covenants hereinafter set forth. The U.S. Army Corps of Engineers does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this declaration by any prior failure to act;
3. The Declarant does hereby agree to allow the U.S. Army Corps of Engineers the right to enter "Restricted Property" at all reasonable times for the purpose of inspecting "Restricted Property" to determine if the Declarant, or its heirs or assigns, is complying with the covenants and purposes of this declaration.
4. Without the prior express written consent from the U.S. Army Corps of Engineers under the terms of the aforesaid U.S. Army Corps of Engineers Permit number P-2498, the Declarant shall abide by the following covenants:
 - a. There shall be no dredged or fill material placed on "Restricted Property" except as necessary for completion of the approved mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number P-2498, or for public safety or essential utility services. However, any public safety or essential utility services project must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.
 - b. There shall be no commercial, industrial, agricultural, residential or recreational developments, buildings, or structures including signs, billboards, other advertising material, or other structures built or placed on "Restricted Property" except as necessary to the U.S. Army Corps of Engineers permit number P-2498, or for educational or interpretive purposes. However, any projects for educational or interpretive purposes must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.
 - c. There shall be no removal or destruction of trees and plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals, or other materials on "Restricted Property" except as necessary for completion of the mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number P-2498. Pursuant to the mitigation plan, any forest management plan must be approved by the U.S. Army Corps of Engineers, Missouri Department of Conservation, and the U.S. Fish and Wildlife Services.
 - d. There shall be no grazing or keeping of cattle, sheep, horses, or other livestock on "Restricted Property".
 - e. There shall be no operation of snowmobiles, dunebuggies motorcycles, all-terrain vehicles or any other types of motorized vehicles on "Restricted Property", except as necessary for completion of the mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number P-2498.

This Declaration of Covenants and Restrictions may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Missouri.

Except as expressly limited herein, the Declarant reserves for itself, its heirs and assigns, all rights as owner of "Restricted Property", including the right to use the property for all purposes not inconsistent with this grant.



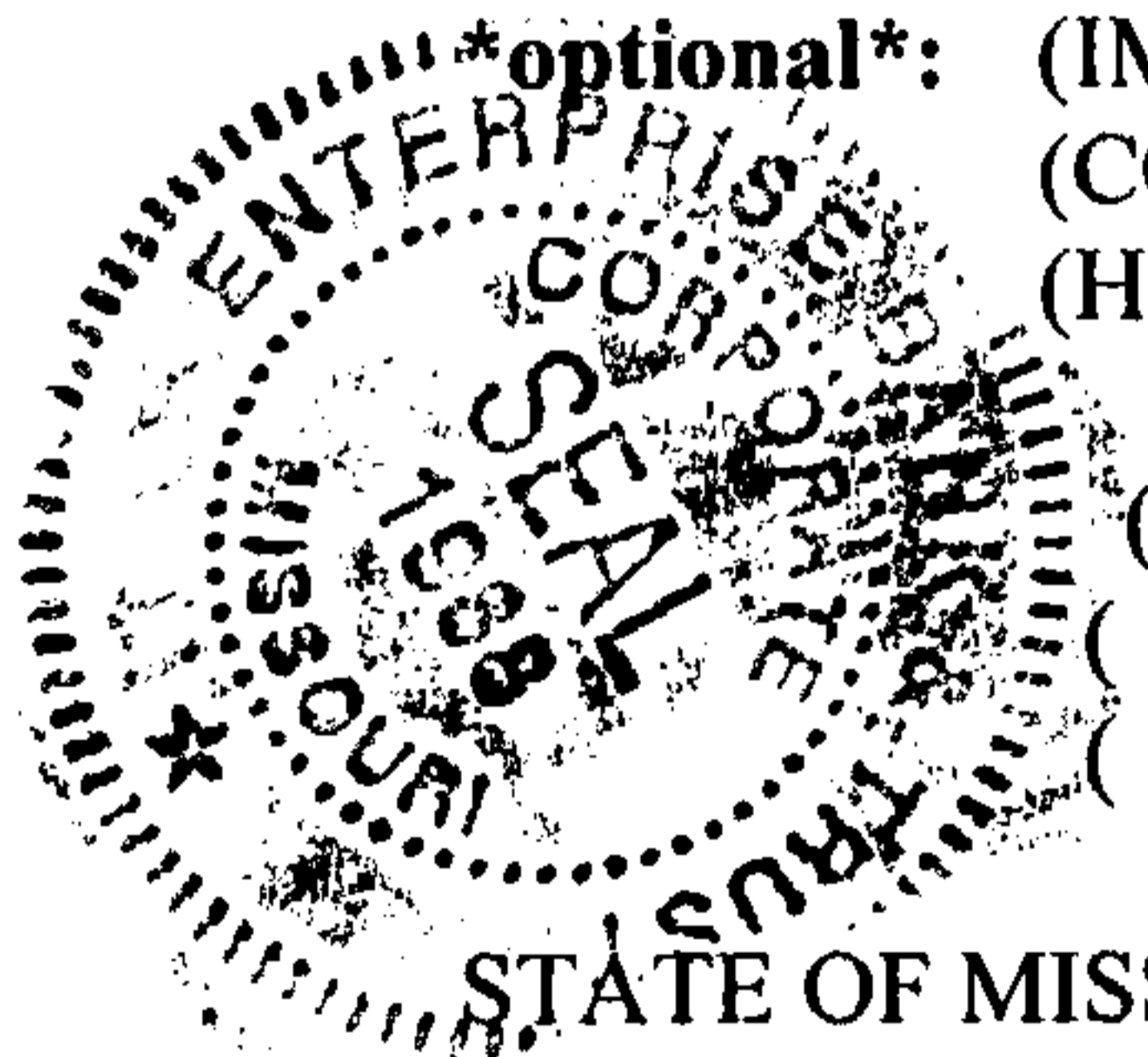
The terms and conditions of this Declaration of Covenants and Restrictions shall, as of the date of execution of this document, bind the Declarant to the extent of its legal and/or equitable interest in "Restricted Property", and; this Declaration, and the covenants and restrictions contained herein, shall run with the land both as to benefit and to burden and shall be binding on the Declarant and its heirs, successors, and assigns forever.

The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of "Restricted Property" or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of "Restricted Property" shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

IN WITNESS, said Declarant has caused (*optional*: its corporate seal to be hereto affixed, and has caused) its name to be signed to these presents (and attested by Jean Schulte) this 1st day of August, 2012

[Signature]

(Name of Corporation or Individual)
David S. Allen, Member
CP-SPE, LLC



By: JEANNE SCHULTE

Attest: Jeanne Schulte

STATE OF MISSOURI)
COUNTY OF _____)

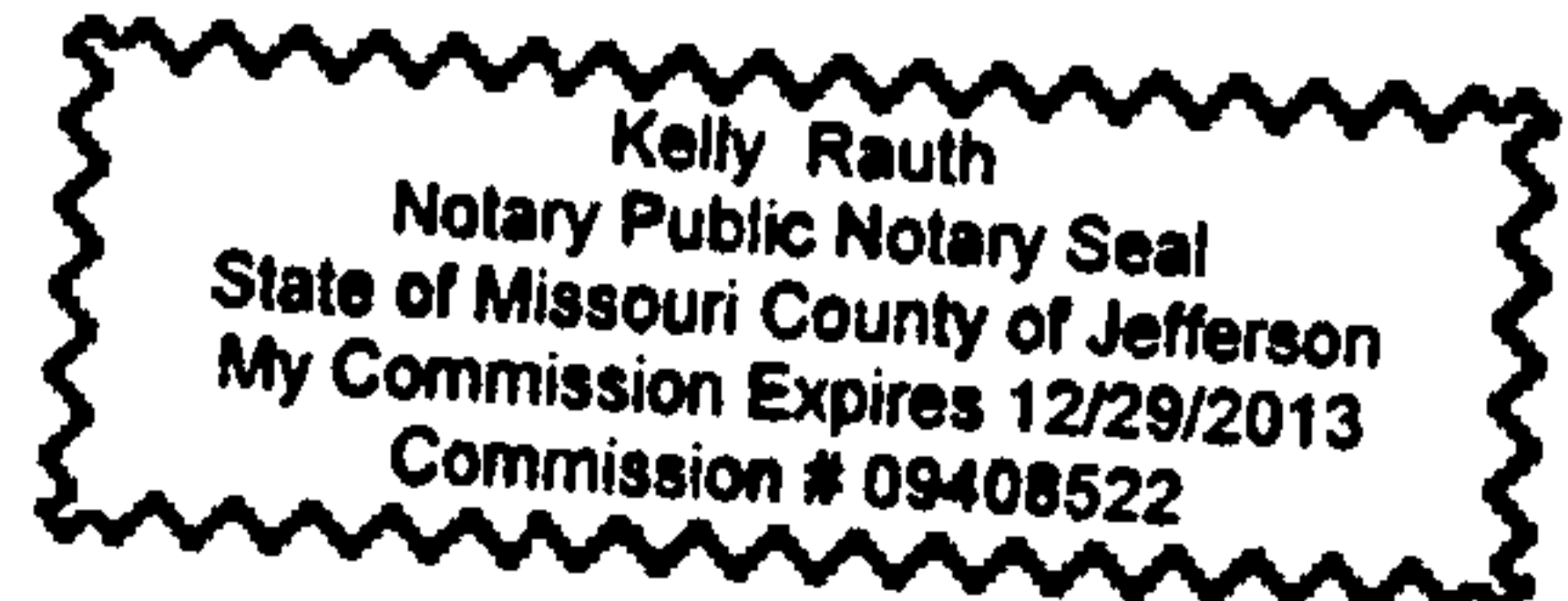
I, the undersigned a Notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY, THAT David S. Allen personally known to me (use corporate acknowledgement, if needed) to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument (*optional*: and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Member of said corporation), as his/her free and voluntary act, (*optional*: and as the free and voluntary act and deed of said corporation), for the uses and purposes therein set forth.

Give under my hand and official seal, this 1 Day of August ~~2001~~ 2012

IMPRESS
NOTARY SEAL
HERE

[Signature]
NOTARY PUBLIC

My commission expires:





ATTACHMENT A

LAND DESCRIPTION
DEED RESTRICTION AREA

A TRACT OF LAND BEING OUTLOT C OF BARATHAVEN, A SUBDIVISION LOCATED IN ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE, SAID LOT BEING PART OF U.S. SURVEYS 1641 AND 1669 LOCATED IN TOWNSHIP 46 NORTH, RANGE 3 EAST, ST. CHARLES COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF LAND NOW OR FORMERLY OF MEREDITH SYSTEMS, L.L.C. AS RECORDED BY DEED IN BOOK 4380, PAGE 1540 OF SAID RECORDER'S OFFICE, WITH THE NORTHEAST RIGHT OF WAY LINE OF MISSOURI STATE (VARIABLE WIDTH) HIGHWAY 40/61 (TO BE KNOWN AS INTERSTATE 64);

THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE, NORTH 36 DEGREES 17 MINUTES 45 SECONDS WEST, A DISTANCE OF 13.44 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED DEED RESTRICTION AREA;

THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY LINE, NORTH 36 DEGREES 17 MINUTES 45 SECONDS WEST, A DISTANCE OF 258.38 FEET TO THE NORTH LINE OF BARATHAVEN, A SUBDIVISION AS RECORDED IN PLAT BOOK 43, PAGES 120 THRU 131 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE, SOUTH 84 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 208.72 FEET TO THE WEST LINE OF SAID BARATHAVAN;

THENCE ALONG THE SOUTHERN PROJECTION OF SAID WEST LINE OF BARATHAVEN, SOUTH 07 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 71.03 FEET TO THE SOUTH LINE OF U.S.SURVEY 1641, BEING THE NORTH LINE OF U.S.SURVEY 1669;

THENCE ALONG SAID COMMON U.S.SURVEY LINE, NORTH 82 DEGREES 25 MINUTES 36 SECONDS EAST, A DISTANCE OF 526.64 FEET TO THE EAST LINE OF THE HEREINAFTER DESCRIBED DEED RESTRICTION AREA;

THENCE ALONG THE EAST AND SOUTH LINES OF SAID DEED RESTRICTION AREA THE FOLLOWING COURSES AND DISTANCES: SOUTH 48 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 23.82 FEET; NORTH 87 DEGREES 16 MINUTES 35 SECONDS EAST, A DISTANCE OF 18.73 FEET; SOUTH 00 DEGREES 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 94.43 FEET; NORTH 85 DEGREES 01 MINUTES 10 SECONDS WEST, A DISTANCE OF 116.38 FEET; SOUTH 86 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 385.56 FEET; AND SOUTH 54 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 107.82 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED DEED RESTRICTION AREA CONTAINS 1.50 ACRES IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

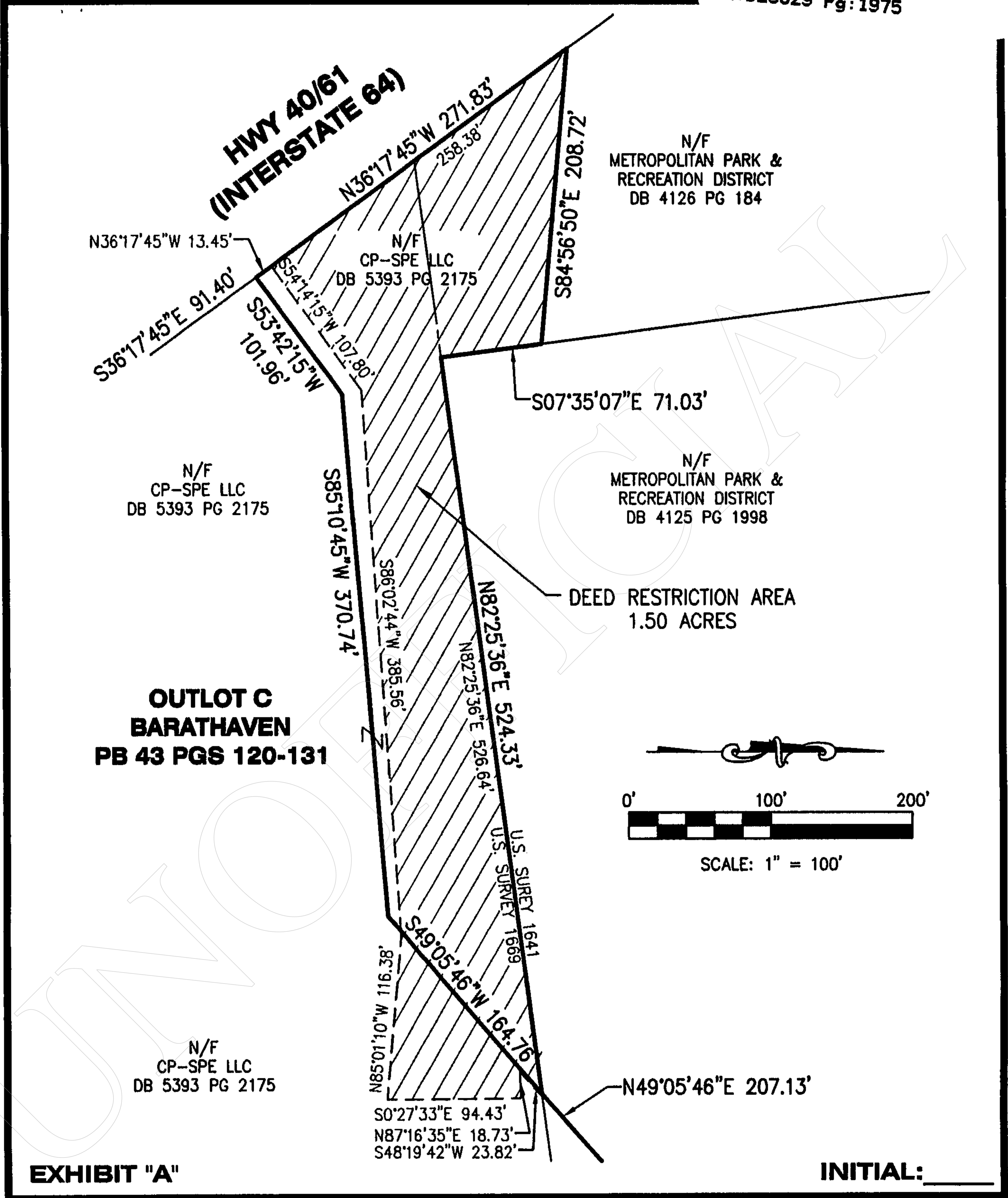


EXHIBIT "A"

INITIAL: _____

DEED RESTRICTION AREA EXHIBIT

**U.S. SURVEY 1641 & 1669, TOWNSHIP 48 NORTH, RANGE 3 EAST
ST. CHARLES COUNTY, MISSOURI**

21
L-26 & 21
S-17



20090729000612110 RESTRIC
Bk: DE5239 Pg: 1169
07/29/2009 02:12:56 PM 1/21

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: GBEQUETTE

Space Above Line Reserved For Recorder's Use

TITLE: Declaration of Covenants, Conditions and Restrictions for BaratHaven Commercial Property

DATE OF DOCUMENT: July 27, 2009

**GRANTOR: BARATHAVEN ASSOCIATES, LLC
1001 Boardwalk Springs Place
O'Fallon, MO 63368**

**GRANTEES: BARATHAVEN ASSOCIATES, LLC
1001 Boardwalk Springs Place
O'Fallon, MO 63368**

**BARATHAVEN COMMERCIAL ASSOCIATION,
INC.
1001 Boardwalk Springs Place
O'Fallon, MO 63368**

LEGAL DESCRIPTION: See Attached Exhibits "A" and "B"

15T#26-01165, DLG



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARATHAVEN COMMERCIAL PROPERTY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARATHAVEN COMMERCIAL PROPERTY is made by **BARATHAVEN ASSOCIATES, LLC**, a Missouri limited liability company (“Declarant”), as of July 27, 2009.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real property (“Property”) located in the BaratHaven® development in the City of Dardenne Prairie, St. Charles County, Missouri, as more particularly described on Exhibit “A;” and

WHEREAS, the Property, together with various additional property, is subject to and encumbered by the Declaration of Covenants, Conditions and Restrictions for BaratHaven, recorded on April 3, 2006 in Book 4451, Page 972 of the St. Charles County Records, as the same may be amended (the “BaratHaven Master Declaration”); and

WHEREAS, this Declaration is intended as a subdeclaration upon and against the Property, and constitutes a “Tract Declaration” as that term is used in the BaratHaven Master Declaration.

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

**ARTICLE 1
DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the BaratHaven Master Declaration.

1.1 “Affiliate” shall mean, as to any given party: (1) any person, corporation, partnership, limited liability company or other entity in which more than a 25% interest is owned by such party, or (2) any person, corporation, partnership, limited liability company or other entity which owns more than a 25% interest in such party, or (3) any person, corporation, partnership, limited liability company or other entity which is under common ownership or control with such party.

1.2 “Assessments” shall mean, collectively, the assessments provided for under Article 5 below.



1.3 "Association" means BaratHaven Commercial Association, Inc., a Missouri nonprofit corporation, and its successors and assigns, and shall be deemed to be an Ancillary Association as that term is used in the BaratHaven Master Declaration.

1.4 "BaratHaven Master Association" or "BMA" means the association designated as the governing body in the BaratHaven Master Declaration.

1.5 "BaratHaven Master Declaration" means that instrument entitled "Declaration of Covenants, Conditions and Restrictions for BaratHaven," as recorded on April 3, 2006 in Book 4451, Page 972 of the St. Charles County Records, and any amendments thereto.

1.6 "BaratHaven Plat" means that certain plat entitled "BaratHaven" and recorded at Plat Book 43 Pages 120-131 in the Office of the Recorder of Deeds for St. Charles County, Missouri, which covers the Property and various additional property within BaratHaven[®].

1.7 "Board of Trustees" or "Board" means the body designated to act on behalf of the Association.

1.8 "By-Laws" means the By-Laws of the Association and any amendments thereto.

1.9 "Common Expenses" means expenses or financial liabilities of the Association, including: (a) expenses for maintenance, repair, improvements, or replacements of the Common Ground, the improvements located thereon, and any other maintenance responsibilities of the Association set forth in this Tract Declaration, (b) expenses of the governance and administration of this Declaration, (c) such reasonable reserves as may be established by the Association for contingencies and/or for maintenance, repair or replacement of the Common Ground, improvements on the Common Ground, and any other maintenance responsibilities of the Association set forth in this Tract Declaration and (d) such assessments for common expenses as may be imposed by the BMA and collected by the Association.

1.10 "Common Ground" means any land, within the limits of the Property, which is dedicated as "Common Ground" in Plat One or any other recorded Plat, and/or owned in fee by the Association, or over which the Association has been granted and has accepted specific easement rights outside this Declaration pursuant to a recorded easement agreement. The initial Common Ground is described on Exhibit "B" attached hereto and incorporated by reference herein.

1.11 "Declarant" means BaratHaven Associates, LLC, or any permitted assignee thereof.

1.12 "Declaration" means this instrument entitled "Declaration of Covenants, Conditions and Restrictions for BaratHaven Commercial Property," as recorded, and any amendments thereto.

1.13 "Governing Documents" or "Documents" means the BaratHaven Master Declaration, this Declaration, Plat, Articles of Incorporation of the Association, and By-Laws of the Association, and any amendments to said documents.



1.14 "Lot" means a separate parcel of land within the Property, including improvements thereon, the location and dimensions of which are depicted on the Plat.

1.15 "Mortgage" means an interest in a Lot, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust or trust deed, which secures payment or performance of an obligation.

1.16 "Mortgagee" means the holder, trustee and beneficiary under a Mortgage.

1.17 "Owner" means the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable, but shall not mean any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.

1.18 "Period of Declarant Control" means the period commencing on the date of recording of this Declaration and running until such date as neither Declarant nor any Affiliates of Declarant own (in the aggregate) at least five (5%) percent of the area of the Property.

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

1.20 "Plat" or "Plats" means such subdivision plats as may be filed of record from time to time in the Office of the Recorder of Deeds for St. Charles County, Missouri with respect to the Property or portions thereof, in accordance with applicable law (including Plat One).

1.21 "Plat One" means the Plat covering a portion of the Property recorded at Plat Book 46 Page 111 in the Office of the Recorder of Deeds for St. Charles County, which, among other things, designates certain areas as "Lot 1", "Lot 2", "Lot 3", "Lot 4" and "Common Ground".

1.22 "Property" means all the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

1.23 "Relative Area Percentage" shall mean, with respect to any given Lot or other specific area within the Property, the percentage that (1) the total gross square footage thereof (but excluding any portions thereof designated as exempt from Assessments pursuant to Section 5.13 hereunder) constitutes of (2) the total gross square footage of the entire Property (but excluding any portions of the Property designated as exempt from Assessments pursuant to Section 5.14 hereunder).

1.24 "Storm Water Detention Facilities" shall mean and refer to any and all detention and retention basins, drainage channels, swales, ditches, spillways, storm sewer pipes and other structures and facilities from time to time constructed and installed on the Common Ground for the collection and routing of storm water from the Property, or any portion thereof (including any such improvements located on any portion of the Common Ground existing pursuant to a recorded easement under which the Association has been granted and has accepted specific



easement rights outside this Declaration); provided, however, that the Storm Water Detention Facilities shall not include any such facilities which have been dedicated to and accepted by public authorities.

1.25 “Storm Water Routing Facilities” shall mean and refer to any and all drainage channels, swales, ditches, storm sewer pipes and other structures and facilities from time to time constructed and installed on portions of the Property other than the Common Ground for the collection of storm water on the Property, or any portion thereof, and the routing thereof to and connection with the Storm Water Detention Facilities; provided, however, that the Storm Water Routing Facilities shall not include any such facilities which have been dedicated to and accepted by public authorities.

ARTICLE 2 ASSOCIATION

2.1 General.

(a) The Association. The Association has been organized as a nonprofit corporation under Chapter 355, Mo. Rev. Stat.

(b) Scope. The Property is part of a larger mixed-use master planned community known as “BaratHaven[®]”, which is subject to the BaratHaven Master Declaration and governed by BMA. The Association is primarily responsible for administration of the provisions contained in this Declaration.

(c) Conflicts. The provisions of this Declaration shall be cumulative with the provisions of the BaratHaven Master Declaration; however, in the event of conflict between or among the provisions of this Declaration and the BaratHaven Master Declaration, the latter shall be superior to those of this Declaration. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are more restrictive than, but not in conflict with, those of the BMA.

2.2 Lots. The location and dimension of Lots shall be established by Plats filed of record from time to time with respect to the Property or portions thereof.

2.3 Common Ground. The location and dimensions of the Common Ground may also be established by Plat, and/or by conveyances made from time to time made by Owners to the Association and accepted by the Association.

2.4 Membership. Membership in the Association at all times shall consist exclusively of all the Owners or, following termination of the Declaration under Section 8.7, of all former Owners entitled to distributions of proceeds, or their heirs, successors or assigns.

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



2.6 Board of Trustees. The Associations shall have a Board of Trustees which shall act on behalf of the Association, except as expressly limited by this Declaration or the By-Laws. The Board shall be deemed to be the board of directors under the Missouri Nonprofit Corporation Act, Chapter 355 Mo. Rev. Stat. The number of Trustees shall be set in the By-Laws, provided that the number shall not be less than three (3).

(a) Election of Trustees. The Trustees shall be appointed or elected as follows:

(1) So long as Declarant (or any Affiliates of Declarant) owns (in the aggregate) a total of fifty percent (50%) or more of the area of the Property, all three (3) Trustee positions shall be filled by appointment by the Declarant. Owners of areas of the Property other than Declarant (or any Affiliates of Declarant) are herein referred to as "Non-Grantor Owners".

(2) So long as Declarant (or any Affiliates of Declarant) owns (in the aggregate) a total of less than 50% but at least five percent (5%) or more of the area of the Property, two (2) Trustee positions shall be filled by appointment by the Declarant, and one (1) Trustee position shall be filled by election by the Non-Grantor Owners, pursuant to the election procedure provided below.

(3) At such time as Declarant (or any Affiliates of Declarant) owns (in the aggregate) less than five (5%) percent of the area of the Property, one (1) of the Trustee positions shall be filled by appointment by the Declarant, and two (2) of the Trustee positions shall be filled by election by the Non-Grantor Owners, pursuant to the election procedure provided below.

(4) At such time as neither Declarant nor any Affiliates of Declarant own any portion of the Developable Land, all three (3) of the Trustee positions shall be filled by election by the Non-Grantor Owners, pursuant to the election procedure provided below.

(b) Removal of Trustees. Except for Trustees appointed by the Declarant, the Association may remove any Trustee as provided in the By-Laws. During the Period of Declarant Control, the Declarant may remove and replace any Trustee appointed by the Declarant.

(c) Qualifications. Trustees to be appointed by Declarant shall be persons at least twenty-one (21) years of age. Trustees to be elected by the Non-Grantor Owners shall be at least twenty-one (21) years of age and either an individual Owner or an officer or duly appointed representative of any Owner that is an entity.

2.7 Voting Rights. In all meetings of Owners as members of the Association, each Owner shall be entitled to a vote which equals the number of percentage points (calculated to two decimal places) in the Relative Area Percentage relating to such Owner's Lot (such Owner's "Votes"). For example, if the Relative Area Percentage of a given Lot is 12.44%, the Owner of such Parcel would have Votes equal to 12.44. In elections to fill Trustee positions that are to be



filled by election by the Non-Grantor Owners, only Non-Grantor Owners shall have the right to vote. Such vote shall be in person or by written proxy.

2.8 Liability Limitation. Except as may be otherwise expressly provided in the Nonprofit Corporation Act of Missouri and this Declaration, and except for their intentional misconduct or gross negligence, the Trustees and officers of the Board, acting within their authority, shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

2.9 Conveyance of Common Ground. Effective upon recording of this Declaration, Declarant hereby grants, bargains and conveys all right, title and interest in the Common Ground, as described on Exhibit "B", in fee simple to the Association. The Association shall acquire, receive, hold, convey, dispose of and administer the Common Ground in accordance with and pursuant to the provisions of this Declaration.

2.10 Grant of Storm Water Easements. Declarant also hereby grants, conveys and dedicates to the Association easements over and across any strips of property depicted as "Sewer Easements" on Plat One for use by the Association in connection with its rights and obligations in connection with storm water flow, detention and drainage for the benefit of the Property.

2.11 Standard of Care. Except where the express provisions of this Declaration or the Master Declaration sets forth a higher standard, the Association shall use a reasonable standard of care in providing for the repair, management and maintenance of the Common Ground, the Storm Water Detention Facilities and other areas and facilities maintained by the Association; provided, however, that the Board shall be vested with exclusive discretion in exercising its responsibilities in regard thereto. The Common Ground shall be used at the risk of the user, and neither the Association nor Declarant shall be liable to any person or entity for any claim, damage, or injury occurring thereon or related to the use thereof.

ARTICLE 3 ASSOCIATION POWERS AND DUTIES

The Association (acting through the Board) shall have the following powers:

3.1 General Powers. The general power, subject to the specific provisions of this Declaration, to maintain, operate, reconstruct, and improve any and all structures, facilities, improvements, and other portions of the Property in which the Association has a fee simple or easement ownership interest (but only to the extent of the specific interest owned by the Association), and to make additions, betterments, and extensions thereto, specifically including the Common Ground and any Storm Water Detention Facilities located thereon.

3.2 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect Assessments from the Owners on behalf of the Association, and to collect such assessments as may be imposed by the BMA for the performance of its responsibilities.



3.3 Easements. The power to establish, grant and dedicate easements, licenses and concessions in, over and through the Common Ground, including easements for public utilities and/or telecommunications services, in addition to any easements shown on Plats.

3.4 Contracting. The power to enter into arms-length contracts and make liabilities in connection with the performance of the duties of the Association, including the maintenance, management, administration, operation, repair, replacement and servicing of the Common Ground and the improvements located thereon.

3.5 Rulemaking. The Board may adopt reasonable guidelines, policies and procedures for maintenance of property and administration of the Association ("Rules").

3.6 Standing. The power to institute, defend or intervene in litigation or administrative proceedings, in its own name and on behalf of itself, on matters affecting the Property or the Association.

3.7 Penalties. The power (a) to impose a reasonable rate of interest and charges for late payment of assessments and to accelerate the annual assessment, and (b) after notice and opportunity to be heard, to levy reasonable fines and/or penalties for a violation of any provision of the Documents.

3.8 Administrative Charges. The power to impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale information as may be requested, statements of unpaid assessments, and such other matters as may be requested or required of the Association.

3.9 Insurance. The power to purchase and maintain in force such insurance as reasonably deemed appropriate by the Board and to the extent reasonably available, as set forth in the By-Laws, including but not limited to property insurance, comprehensive liability insurance, directors' and officers' liability insurance, fidelity bond, and such other coverage as reasonably deemed appropriate by the Board, and the power to provide for the indemnification of the Board and its officers and the members of the Association.

3.10 Borrowing. The power to borrow funds under reasonable terms and conditions, including to encumber Association assets and to assign its rights to future income (including the right to receive Assessments); provided, that any assignment, encumbrance or other lien securing such borrowing shall be expressly subordinate to the rights of the Owners under this Declaration, the Master Declaration, or any other similar matters of record relative to the Owners' rights pertaining to the Common Ground.

3.11 Powers over Common Ground. The power to convey or to subject to a Mortgage any property owned by the Association, including the Common Ground or portions thereof, provided that Owners having at least eighty percent (80%) of the Votes hereunder approve such action and further provided that any Mortgage or other lien shall be expressly subordinate to the rights of the Owners under this Declaration, the Master Declaration, or any other similar matters of record relative to the Owners' rights pertaining to the Common Ground.



3.12 Restrictions. The power to enforce any restrictions, rules or regulations that may be contained in this Declaration or duly adopted by the Association.

ARTICLE 4

RESPONSIBILITIES REGARDING STORM WATER FACILITIES; EASEMENTS

4.1 Association Responsibilities. The Owners shall agree among themselves upon their relative rights and obligations in regard to the original construction of the Storm Water Detention Facilities on the Common Ground, and the allocation of costs in connection therewith. Thereafter, following the completion of the original construction of the Storm Water Detention Facilities on the Common Ground, the Association shall, as and when needed, perform or cause to be performed such maintenance, repairs and replacements as shall be reasonably necessary to maintain the Storm Water Detention Facilities in good order and repair.

4.2 Owner Responsibilities. Each Owner shall be obligated to construct or cause to be constructed (at its cost) such drainage structures, storm sewers and other components of the Storm Water Routing Facilities as shall be required (i) to collect storm water on the portion of the Property owned by such Owner, and (ii) except as may be otherwise provided in a written agreement between owners, to route the same to and connect with the Storm Water Detention Facilities. The cost of maintenance, repairs and replacements of such Storm Water Routing Facilities shall be borne solely by the Owner(s) of the Lots served by such facilities. In order to assure the orderly and consistent development of the storm water control facilities on the Property, the plans and specifications for any such proposed Storm Water Routing Facilities shall require the prior written consent of the Association, such consent not to be unreasonably withheld or delayed.

4.3 Alterations. No Owner shall make any alterations to the Common Ground, the Storm Water Detention Facilities, Storm Water Routing Facilities or any other improvements located on the Common Ground, without first obtaining the approval of the Board.

4.4 Right of Entry. In the event that there shall exist upon any Lot or other area of the Property a condition posing imminent threat of injury to persons or damage to adjoining property in connection with the Storm Water Routing Facilities, representatives of the Association shall have an easement and right of entry upon such Lot or other area of the Property at any time or times, without notice in order to perform emergency repairs; provided, however, that such right of entry shall not extend to entry in any building improvements located thereon, and provided further that prior to exercising such right of entry, the Association shall attempt to contact and obtain the consent of the Owner of such Lot or other area of the Property. Neither Association, nor its agents or employees shall be deemed guilty or liable for any manner of trespass in connection with the exercise of such right.

4.5 Standards. With respect to the Storm Water Detention Facilities and the Storm Water Routing Facilities, all repair, maintenance and replacement work contemplated above shall be diligently performed by the responsible party in a good and workmanlike manner, and shall be accomplished in a first class manner, and in compliance with all applicable laws, orders, rules and regulations of the City of Dardenne Prairie.



4.6 Restoration Obligations. Any portion of the Common Ground or any Owner's Lot which may be damaged or otherwise disturbed as a result of work regarding the Storm Water Detention Facilities and/or the Storm Water Routing Facilities hereunder shall be promptly restored by the party conducting in such work, to a condition substantially comparable to the condition existing immediately prior to such damage or disturbance.

4.7 Failure to Maintain.

(a) In the event that the Association in general abandons, rejects, refuses or fails to perform its aforesaid obligations in regard to maintenance, repair and replacement of the Storm Water Detention Facilities, the respective Owners of Lots then being served by the such facilities shall have the right (but not the obligation) to perform the necessary maintenance, repair and/or replacement, the cost thereof to be borne in the manner provided hereunder regarding Assessments.

(b) In the event any Owner fails to fulfill any responsibility set forth in this Article regarding maintenance, repairs and replacements of Storm Water Routing Facilities, or causes damage to the Storm Water Detention Facilities or the Common Ground, and fails to promptly take appropriate restoration measures following written notice by the Board, the Board, in its discretion, may affect appropriate corrective measures and assess all costs and expenses against the defaulting Owner, which shall be collectable as Assessments hereunder.

4.8 General Easement for Association Responsibilities. The Association is hereby granted and shall have a perpetual, non-exclusive easement upon, across, over and under the Lots and all other areas in the Property to the extent necessary to perform any and all of the Association's rights, duties and obligations under this Declaration; provided that the Association shall use its best efforts not to interfere with the improvements, business and operations on any Lot.

ARTICLE 5 ASSESSMENTS

5.1 Authority. The Association shall determine the amount of assessments and the Common Expenses of the Association. An Owner, while he is Owner of a Lot, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at a judicial sale, shall be liable for all assessments coming due that are imposed by the Association and, in addition, shall be liable for all assessments coming due that are imposed by the BMA for the performance of its responsibilities under the BaratHaven Master Declaration, which the Association is hereby authorized to collect on behalf of the BMA and remit to the BMA.

5.2 Assessment for Common Expenses. An annual assessment may be made by the Association based upon a budget adopted at least annually by the Association, and, as applicable, may include Common Expenses attributable to fewer than all the Lots as provided in Section 5.16 below. Alternatively, the Association may choose to make an assessment for Common Expenses following the incurring of such Common Expenses, and in such case each Owner with an obligation to bear or share in the Common Expenses shall pay its share of such assessment promptly upon receipt from the Association of written request for payment notice and a true and



complete copy of the bill(s) or invoice(s) describing in reasonable detail the related work and/or other relevant expenses.

(a) Except as provided below, all Assessments of Common Expenses shall be allocated among the Lots based upon the respective Relative Area Percentage thereof. For example, if the Relative Area Percentage of a Lot is 12.46%, then the share of such Lot for purposes of assessments of Common Expenses would be 12.46%.

(b) Notwithstanding the foregoing, however, any Common Expense, or portion thereof, which benefits fewer than all of the Lots, may be assessed as provided in Section 5.16 below.

(c) Notwithstanding anything to the contrary set forth in this Declaration, however:

(1) Unless and until such time as (i) Declarant has elected to include in the area to be served by the Storm Water Detention Facilities the portion of the Property designated as "Outlot B" under the BaratHaven Plat, and (ii) the first construction permit for building improvements has been issued for said portion of Outlot B, all Common Expenses hereunder shall be allocated to and borne by (A) the Owner of "Lot 1" created under Plat One and (B) the Owner(s) of "Lot 2", "Lot 3" and "Lot 4", in proportion to the respective Relative Area Percentages of said areas.

(2) Thereafter, following the making of such an election by the Declarant, Common Expenses shall be allocated as provided under Section 5.2(a) above.

5.3 Preparation and Adoption of Budget. The Association's annual budget shall include all Common Expenses reasonable and necessary for governance, administration and operation of the Association, and shall include assessments imposed by the BMA which are to be collected by the Association (if any).

5.4 Certificate of Payment of Common Expense Assessments. The Association, upon written request, shall furnish to an Owner a statement of the amount of unpaid Assessments against the Lot within five (5) business days after receipt of such request.

5.5 Annual Payment of Common Expense Assessment. If the Association chooses to make periodic assessments, such assessments shall be due and payable annually or on such other periodic basis as the Board may reasonably determine (except as may be provided in connection with special assessments).

5.6 Accounting and Shortages. Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for Common Expenses, reserves for contingencies and for long term repair and replacement, shall be either (i) paid to the Owners in proportion to their Common Expense Liability, (ii) credited to them to reduce their future Common Expense Assessments, or (iii) added to the Association's reserve account.



5.7 Liability of Owners. The Owner of a Lot at the time an assessment or portion thereof is due and payable, or a fine is imposed against the Owner, is personally liable for such assessment or fine, together with such additional charges, late fees or interest as may be imposed pursuant to the other terms of this Declaration, but provided that any Lot subject to a delinquent assessment shall remain subject to a lien regarding such delinquency.

5.8 No Waiver of Liability. The liability for an assessment shall be an independent and affirmative covenant and may not be avoided by a waiver of the use or enjoyment of the Common Ground or services, or by abandonment of the Lot or Unit against which the assessment was made, or by reliance upon assertion of any claim against the Declarant, Board, Association, another Owner, or against any third party.

5.9 Interest and Late Fees. Assessments and installments thereof shall bear interest from the 30th day from and after the due date until paid, at the rate of twelve percent (12%) per annum, or at such other rate as may be adopted by resolution of the Board (but not exceeding any applicable legal limit). If an Owner fails to pay any assessment or installment thereof for ten (10) days from the date due, the Board shall charge a late fee in the sum of Twenty-Five Dollars (\$25.00) per month, or such other reasonable amount as the Board may adopt by Resolution. The Board may adopt and enforce such other reasonable charges as appropriate to recover processing and administrative costs. The interest shall be calculated as simple interest and not be compounded and shall not be charged against late fees. The Board may adopt and enforce such Rules and other reasonable charges as appropriate for the efficient and effective collection of assessments.

5.10 Lien for Assessments.

(a) In addition to each Owner's personal liability for assessments under Section 5.7 above, the Association shall have a lien against such Owner's Lot for any assessment imposed the Owner under this Declaration (and for any assessment imposed by the BMA to the extent the collection of such assessment is the obligation of the Association), from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Governing Documents, and reasonable attorney's fees, are enforceable as assessments under this Article. If an assessment is payable in installments, the full amount of the assessment shall be included in the lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before this Declaration, (2) a first Mortgage on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).

(c) A notice of the Association's lien for assessments shall be recorded in the St. Charles County Office of Recorder of Deeds.

(d) The lien for an unpaid assessment is extinguished unless the proceedings to enforce the lien are instituted within three years after the full amount of the assessment



becomes due; provided that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

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

(f) The Association's lien may be foreclosed by publication in a manner as a mortgage on real estate or power of sale under Chapter 443, Mo. Rev. Stat.

(g) In the case of any foreclosure of the Association's lien, the Association shall give reasonable notice of its action to each lien holder of record whose interest would be affected with regard to the subject Lot.

5.11 Costs and Attorney's Fees. A judgment or decree in any action brought under this Article shall include court costs, expenses and reasonable attorney's fees and paralegal expenses for the prevailing party.

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

5.13 Application of Payments. Any payments received by the Association in discharge of an Owner's obligation may be applied to all costs, expenses, fees and interest, and then to the oldest balance due.

5.14 Exemptions. The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All Common Ground; and

(b) Any areas of the Property exempted from real estate taxation under the laws of the State of Missouri, during the period of such exemption.

5.15 Priority of Mortgages. Nothing contained in this Article shall abridge or limit the rights or responsibilities of any Mortgagee, as set forth in the Governing Documents.

5.16 Common Expense Assessments Affecting Fewer Than All the Lots. Notwithstanding foregoing provisions of this Article 5, however:

(a) Any Common Expense, or portion thereof, which benefits fewer than all of the Lots shall only be assessed exclusively against the Lots benefited, equally or on any basis deemed equitable by the Board under the circumstances, pursuant to such Rules as adopted by the Board.



(b) Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall only be assessed against the Lot which benefits from such service.

(c) Fees, charges, expenses, late charges, fines, collection costs, interest, reasonable attorney's fees and court costs and other expenses of litigation, charged against an Owner pursuant to the Governing Documents, are enforceable as an assessment under this Article.

For the purposes of Section 5.16 or elsewhere in this Agreement, all Common Expenses incurred in connection with the Storm Water Detention Facilities shall be conclusively deemed to benefit Lots 1, 2, 3 and 4 of Plat One at all times from and after the completion of same.

ARTICLE 6 RELIEF AND REMEDIES

6.1 Board Discretion in Enforcement. The decision whether to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. A decision not to pursue enforcement action in a given instance shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule unless such waiver is in writing and approved by the Board.

6.2 Relief, Attorney's Fees. If any person subject to the Declaration, By-Laws and Rules of the Association fails to comply with any provision of said documents, any persons or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a wanton and malicious failure to comply with any such provision, to the extent the circumstances merit awarding same. All remedies set forth in this Declaration shall be cumulative of any remedies available at law or in equity. In addition to any other remedy provided in this Declaration, the Association may record a notice against the Unit describing the Owner's violation. The Association, if it prevails, shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Governing Documents, whether or not the matter is finally adjudicated.

ARTICLE 7 AMENDMENTS TO DECLARATION

7.1 General.

(a) Subject to Section 7.5 below, and as otherwise expressly provided herein, this Declaration, may be amended only by vote or agreement of the Owners having at least seventy-five percent (75%) of the Votes in the Association (based on Relative Area Percentage).

(b) No such amendment shall conflict with the BaratHaven Master Declaration (although such amendment may be more restrictive). Nor shall such amendment reduce or eliminate the obligation of the Association with respect to maintenance or the power to



levy assessments therefor. Nor may such amendment eliminate the requirement that there be an Association and Board unless adequate substitution is made, without the written consent of the Director of Planning of the City of Dardenne Prairie.

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

7.3 Recordation of Amendments. Each amendment to this Declaration shall be recorded in St. Charles County and the amendment shall be effective upon recording.

7.4 Execution of Amendments. Each amendment must be executed, certified and recorded on behalf of the Association by officers of the Association designated in the By-Laws for that purpose or, in the absence of designation, executed by the President and certified by the Secretary.

7.5 Correction of Errors.

(a) The Board is authorized to amend this Declaration, without further approval, to correct any drafting error in the Declaration.

(b) Further, the Declarant reserves the right, but not the obligation, for a period of three (3) years following the date of recording this Declaration, to amend the Declaration and exhibits hereto, to correct any drafting error in the Declaration.

ARTICLE 8 GENERAL PROVISIONS

8.1 Validity.

(a) Invalidation of any one of the provisions of this Declaration or the bylaws, by judgment, order or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

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

(c) The Declaration and By-Laws are intended to comply with the requirements of Chapter 355, Mo. Rev. Stat., the Nonprofit Corporation Act of the State of Missouri. In the event of any conflict between any provisions of the Declaration or By-Laws and any provisions of Chapter 355, the provisions of Chapter 355 shall govern.

8.2 Effect of Easements. All easements and rights established under this Declaration shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, Mortgagee, or other person having an interest



in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

8.3 Construction. The provisions of the Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

8.4 Captions. The captions contained in this Declaration and the By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Indenture nor the intent of any provision thereof.

8.5 Condemnation. In the event that all or any portion of the Common Ground is acquired by eminent domain, only the Association need be made a party, and the Board is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. The proceeds received shall be held by the Association for the benefit of its members.

8.6 Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with the land and bind the Property until this Declaration is terminated, or until all of the Property is taken by eminent domain.

8.7 Termination and Sale. Except in the case of a taking of all the Property by eminent domain, the Declaration may be terminated or all or part of the Common Ground may be sold only by agreement of the Owners to which at least eighty percent (80%) of the Votes in the Association are allocated. In such event, fee simple title to the Common Ground shall vest in the then record Owners of the Lots, as tenants in common. None of the rights, powers, duties or authority of the Association or Board shall be affected by such termination. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

8.8 By-Laws. The administration of the Association shall be governed by the By-Laws of the Association which shall at all times contain the minimum requirements of Chapter 355, RSMo., and need not be recorded. The By-Laws may be amended as follows:

(a) By the Board. The By-Laws may be amended at any time by the Board as follows:

(1) if such amendment is made during the Period of Declarant Control, with the consent of the Declarant; or

(2) if such amendment is made after the Period of Declarant Control, with ratification by the members of the Association at a meeting called for such purpose, with the notice of the meeting including a copy of the proposed amendment. Unless at that meeting the proposed amendment is rejected by a majority of all the members, the amendment is ratified, whether or not a quorum is present.



(b) By the Members. Except as provided in subsection (a) above, the By-Laws may be amended by a majority of the Votes at any regular or special meeting of the members of the Association duly called for said purpose. A copy of any proposed amendment shall be furnished with the notice of the meeting to all members. However, if any such amendment be proposed during the Period of Delcarant Control, approval of the Declarant shall be required.

(c) Validity and Effective Date of Amendments. An amendment to the By-Laws shall become effective upon execution by the designated officers, or upon a later date if so specified therein. Any procedural challenge to an amendment must be made within six (6) months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

8.9 Waiver. No provision contained in this Declaration or the By-Laws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. The Board shall not be held responsible for breach of duty in the event the Board elects to waive the enforcement of strict compliance with the Governing Documents.

8.10 Persons Bound by the Documents. All Owners, and their respective tenants, guests and invitees, and all Mortgagees, are bound by and shall comply with the Documents. All provisions of the Documents recorded in the Office of Recorder of Deeds of St. Charles County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

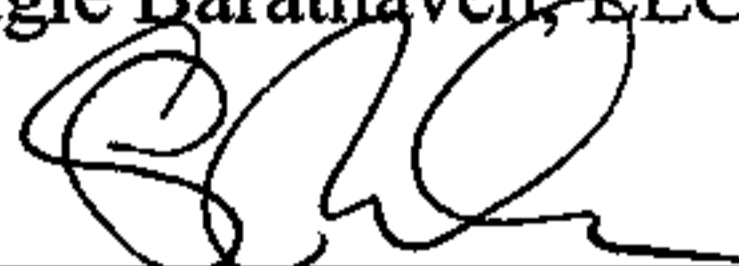
8.11 Transfer of Rights. The Declarant may transfer, assign or convey any and all rights contained in this Article to a successor declarant in a written instrument describing the affected rights and the respective responsibilities of Declarant and the successor declarant, which shall be recorded in the St. Charles County Recorder of Deeds Office.

8.12 Effective Date. This Declaration shall be effective upon its recordation in the official records of the Recorder of Deeds of St. Charles County, Missouri.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

BARATHAVEN ASSOCIATES, LLC, a Missouri limited liability company

By McEagle Barathaven, LLC, its Manager

By: 
Manager, Christopher P. McKee



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

On this 17th day of July , 2009, before me, a Notary Public in and for said state, personally appeared Christopher R. McKee, a Manager of McEagle Barathaven, LLC, which is the Manager of **BARATHAVEN ASSOCIATES, LLC**, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument on behalf of said limited liability companies by authority of their respective operating agreements, and acknowledged to me that he executed the same for the purposes therein stated.

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.

Tamara L. Laughlin
Notary Public

My commission expires March 2, 2012



UNOFFICIAL



LENDER SUBORDINATION

The undersigned, TRUMAN BANK, 8151 Clayton Road, St. Louis, Missouri 63117 is the holder of a certain Deed of Trust dated March 5, 2008 and recorded at Book DE4950, page 1390 of the Recorder's Office of St. Charles County, Missouri (said Deed of Trust, all amendments thereto and all documents and instruments ancillary or relating thereto are collective referred to herein as the "Financing Documents").

The undersigned hereby consents to the execution and recordation of the **Declaration of Covenants, Conditions and Restrictions for BaratHaven Commercial Property by Barathaven Associates, LLC** (the "Declaration") to which this Lender Subordination is attached, and the undersigned further agrees that the Financing Documents shall be subject and subordinate to the provisions of the Declaration. In addition, the undersigned agrees that this Subordination Agreement may be attached to the Declaration and recorded with the Declaration in the Recorder's Office of St. Charles County, Missouri.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of this 22nd day of July, 2009.

TRUMAN BANK

By: Ann M. Gronemeyer
Name: Ann M. Gronemeyer
Title: Commercial Loan Officer

STATE OF MISSOURI)
COUNTY OF St. Louis) SS:

On this 22 day of July, 2009, before me, before me, a Notary Public in and for said state, appeared Ann Gronemeyer, to me personally known, who, being by me duly sworn did say that he is the Comm Loan Officer of TRUMAN BANK, a Missouri banking corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and further 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.

Elizabeth J. Schleipman
Notary Public

My term expires:



ELIZABETH J. SCHLEIPMAN
My Commission Expires
December 18, 2009
St. Louis County
Commission #05457073



20090729000612110 20/21

Bk:DE5239 Pg:1188

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4 and Common Ground of Barathaven Plat Two according to the plat recorded in Plat Book 46, Pages /// thru — in the land records of St. Charles County, Missouri.

AND

Outlot B of Barathaven according to the plat recorded in Plat Book 43, Pages 120 thru 131 in the land records of St. Charles County, Missouri.

UNOFFICIAL



20090729000612110 21/21

Bk:DE5239 Pg:1189

EXHIBIT B

LEGAL DESCRIPTION OF THE COMMON GROUND

Common Ground of Barathaven Plat Two according to the plat recorded in Plat Book 46,
Pages 111 ~~thru~~ in the land records of St. Charles County, Missouri.

UNOFFICIAL

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

Sec. Misc

Space Above Line Reserved for Recorder's Use

1. **Title of Document:** Third Amendment to Barathaven Residential Declaration
2. **Date of Document:** November 7, 2007
3. **Grantor(s):** Barathaven Development, LLC
Vantage Homes, Inc.
4. **Grantee(s):** Barathaven Residential Homeowners' Association
c/o Vantage Homes, Inc.
117 Triad West Drive
O'Fallon, MO 63366
5. **Legal Description:** See Exhibit A attached hereto. *Page 7*
6. **Reference(s) to Book(s) and Page(s):** Book DE4468, Page 599

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Third Amendment To Barathaven Residential Declaration. In the event of a conflict between the provisions of the attached Third Amendment To Barathaven Residential Declaration and the provisions of this cover page, the attached Third Amendment To Barathaven Residential Declaration shall prevail and control.

THIRD AMENDMENT TO BARATHAVEN RESIDENTIAL DECLARATION

This Third Amendment To Barathaven Residential Declaration ("Amendment") is made, declared and entered into effective as of the 7th day of November, 2007, by and among BARATHAVEN DEVELOPMENT, LLC, a Missouri limited liability company ("BDLLC"), VANTAGE HOMES, INC., a Missouri corporation ("Vantage") (BDLLC and Vantage, collectively, "Declarant"), and BARATHAVEN RESIDENTIAL HOMEOWNERS' ASSOCIATION, a Missouri nonprofit corporation ("HOA").

Recitals:

A. BDLLC and HOA made, declared and entered into that certain Barathaven Residential Declaration recorded on April 26, 2006, in Book DE4468, Page 599 of the St. Charles County, Missouri Records, as amended by that certain First Amendment to Barathaven Residential Declaration recorded May 25, 2006, in Book DE4490, Page 1892 of the St. Charles County, Missouri records, and that certain Second Amendment to Barathaven Residential Declaration recorded November 16, 2006, in Book DE4625, Page 1993 of the St. Charles County, Missouri records, and as further amended herein, (collectively, the "Declaration"), which Declaration encumbers that certain real property located in St. Charles County, Missouri described on Exhibit A, attached hereto and made a part hereof.

*Page 7

B. BDLLC and Vantage together are the Declarant under the Declaration.

C. BDLLC and Vantage each currently own fee title to numerous Lots within the Community and as the Declarant owning one or more of the Lots, Declarant has the right to amend the Declaration under Section 13.6 of the Declaration.

D. Declarant wishes to amend the Declaration as more particularly set forth herein and the HOA wishes to affirm its agreement to this Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, the covenants set forth herein, the payment of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree and declare as follows:

1. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Declaration. The Recitals set forth above are incorporated into this Amendment and shall be part of the substantive content of this Amendment.

2. Section 1.12 is hereby amended by deleting the phrase "Lots B-1 through B-89" from the fourth line thereof and replacing it with the phrase "Lots B-1 through B-68, inclusive, and Lots B85 through B-89, inclusive," such that Lots B-69 through B-84, inclusive, shall not be Villa Lots.

3. Section 5.1(c)(2) is hereby deleted in its entirety and replaced by the following:

"The Association shall perform certain exterior maintenance upon each Villa Lot which is subject to assessment hereunder, as follows: repair, replace and maintain trees, shrubs and grass installed by Declarant (but not those trees, shrubs and/or grass installed by the Owners), and any lawn sprinkler systems servicing the Villa Lots. An Owner of a Lot shall not have the right to apply a different color, paint/stain or quality (other than the same color or stain and quality as originally provided by Declarant) to siding, gutters, trim, downspouts, roofing, doors, decks, patios, or fences without prior written approval by the Board."

4. Section 5.1(c)(4) is hereby deleted in its entirety and replaced by the following:

“The Association shall have the discretion to provide snow clearing, to the extent reasonably practical (by plowing, blowing, or shoveling), from the driveways, city walks, front sidewalks leading to the main entrance to a Unit on a Villa Lot, and front stoops on Villa Lots. The Board shall not clear snow from sidewalks leading to any alternate entrance to a Unit on a Villa Lot, and shall not provide ice treatment or ice removal. Notwithstanding any provision of this Declaration to the contrary, neither the Declarant nor the Association shall be liable to the Owner or any third party for, and each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees, from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way from the Association’s clearing of, or failure to clear, snow as aforesaid.”

5. The following provision is hereby added to the Declaration as Section 5.1(c)(6):

“Each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees, from and against any damage to owner-installed landscaping which arises out of, relates to or results from the Association’s maintenance of landscaping installed by Declarant (including, without limitation, grass mowing and/or overspray of Association applied fertilizers, chemicals, and other lawn and landscaping treatments).”

6. The following provision is hereby added to the Declaration as Section 5.1(c)(7):

“The Association may change insurance coverages from time to time in its discretion. It shall be each Owner’s responsibility to determine what such coverage entails and to provide for all other necessary insurance for the Units on each Lot. Except to the extent specifically provided for herein, neither the Declarant nor the Association shall be responsible for, or have any obligation to make or perform, capital improvements to the Property or the Units, or maintenance, repair or replacement of any portion of a Lot or Unit on a Lot which is damaged or destroyed by the normal passage of time, or by a casualty event, or if such damage or destruction is or could be covered, in whole or in part, by an Owner through its homeowner’s or other insurance policies (whether or not such insurance is actually obtained and maintained by an Owner). Notwithstanding any of the foregoing or any other provision hereof to the contrary, it is the intent that the Association have the greatest flexibility to make decisions regarding insurance coverages, changing insurance products, deductible amounts, coverage amounts, what improvements are covered, what liabilities are covered, premiums, when and if to file claims, how to adjust claims, and what damage (whether insured or not) should be repaired or restored in whole or in part by the Association. In furtherance of the foregoing, the Board

may, by majority vote, without approval or vote of the Owners, amend any portion of the Declaration dealing with insurance and repairs to improvements, including specifically without limitation this paragraph and Section 4.10 hereof, by executing and filing an amendment to the Declaration in the public records. In addition, and notwithstanding any provision of the Declaration to the contrary, if the Board elects, in its sole discretion, to perform maintenance or make repairs or replacements to any portion of a Lot or Unit on a Lot which is damaged by a casualty event or the normal passage of time, then the Owner of such Lot or Unit shall pay the Association all insurance proceeds covering such damage, all deductible amounts, all underinsured amounts, and all other expenses incurred by the Association in connection with such maintenance, repair or replacement. At the election of the Board, such deductible amount, underinsured amounts and other expenses shall be special assessments on the particular Lots affected.”

7. Section 7.17(c) is hereby deleted in its entirety and replaced by the following:

“All Lots owned by Declarant (and successor Declarants).”

8. Exhibit B, Section (16) is hereby amended by adding the following text at the end of the paragraph:

“Notwithstanding any provision of this Declaration to the contrary, no Owner or occupant of any Villa Lot in the Property shall construct, disturb or modify, in any way, any lawn sprinkler system on the Property. The costs of operation, maintenance, repair, and replacement of such lawn sprinkler systems, if any, shall be assessable against the Villa Lot Owners pursuant to the terms of Article VII of this Declaration. To the extent that any damage to a lawn sprinkler system or any portion thereof servicing a Villa Lot or the Common Ground is caused by an Owner, such Owner shall pay for all costs and expenses incurred by the Association in connection with making repairs to the damaged lawn sprinkler system. At the election of the Board, all such expenses shall be special assessments on the Lot owned by the Owner causing the damage.”

9. Exhibit B, Section (24) is hereby deleted in its entirety.

10. Except as modified hereby the Declaration shall remain in full force and effect and is hereby ratified by Declarant.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date and year first above written.

DECLARANT:


HOA:

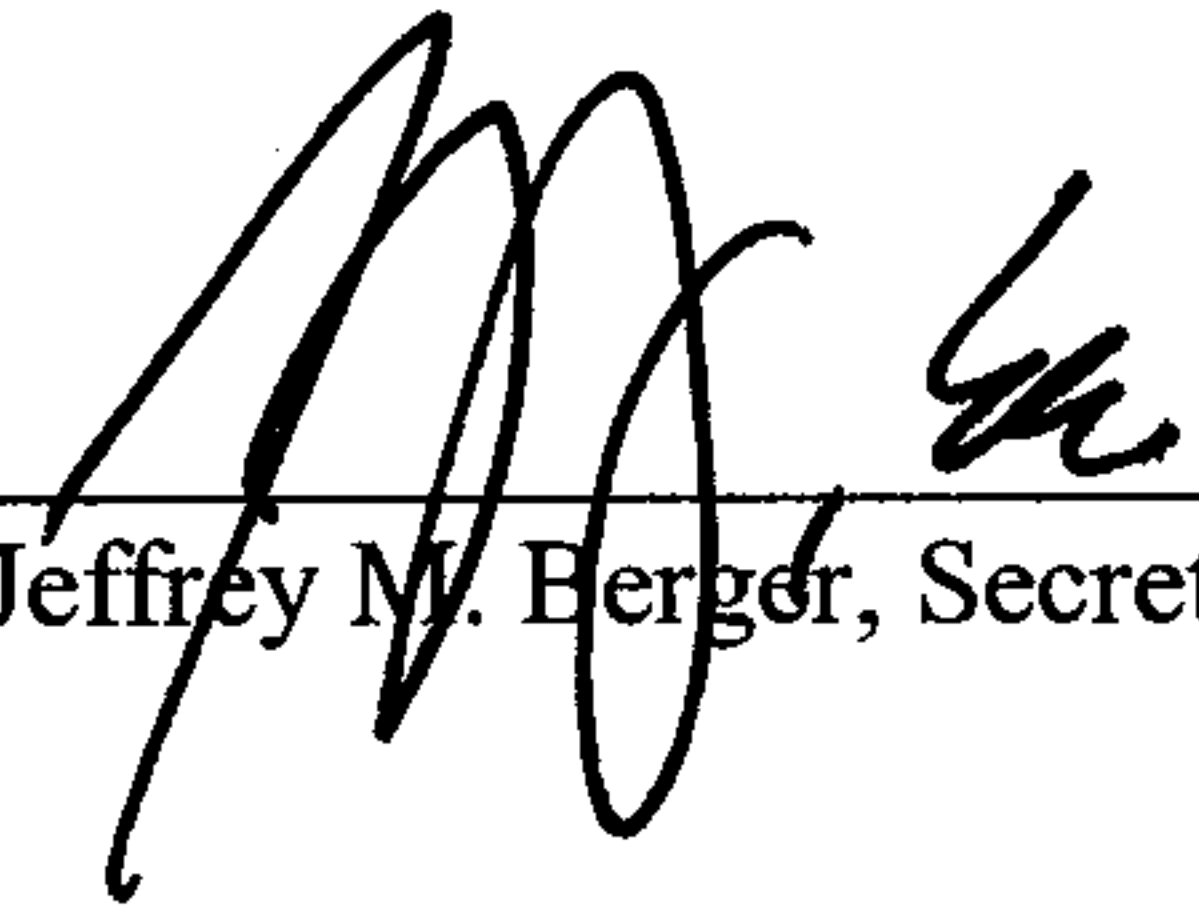
BDLLC:


BARATHAVEN DEVELOPMENT, LLC,
a Missouri limited liability company

BARATHAVEN RESIDENTIAL
HOMEOWNERS' ASSOCIATION, a Missouri
nonprofit corporation

By: Vantage Development Co., a Missouri
corporation, Manager

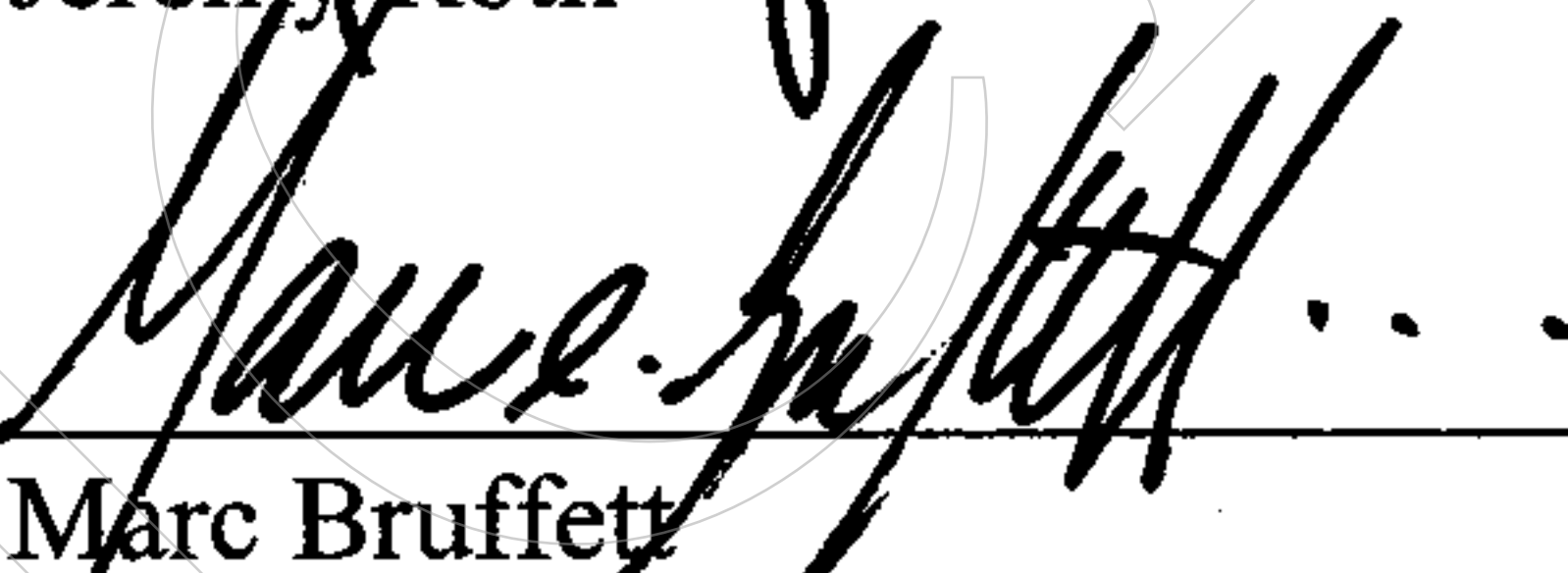

Chris Matteo

By: 
Jeffrey M. Berger, Secretary


Jeremy Roth

Vantage:

VANTAGE HOMES, INC., a Missouri corporation


Marc Bruffett

By: 
Chris Matteo, President

Being all of the Directors

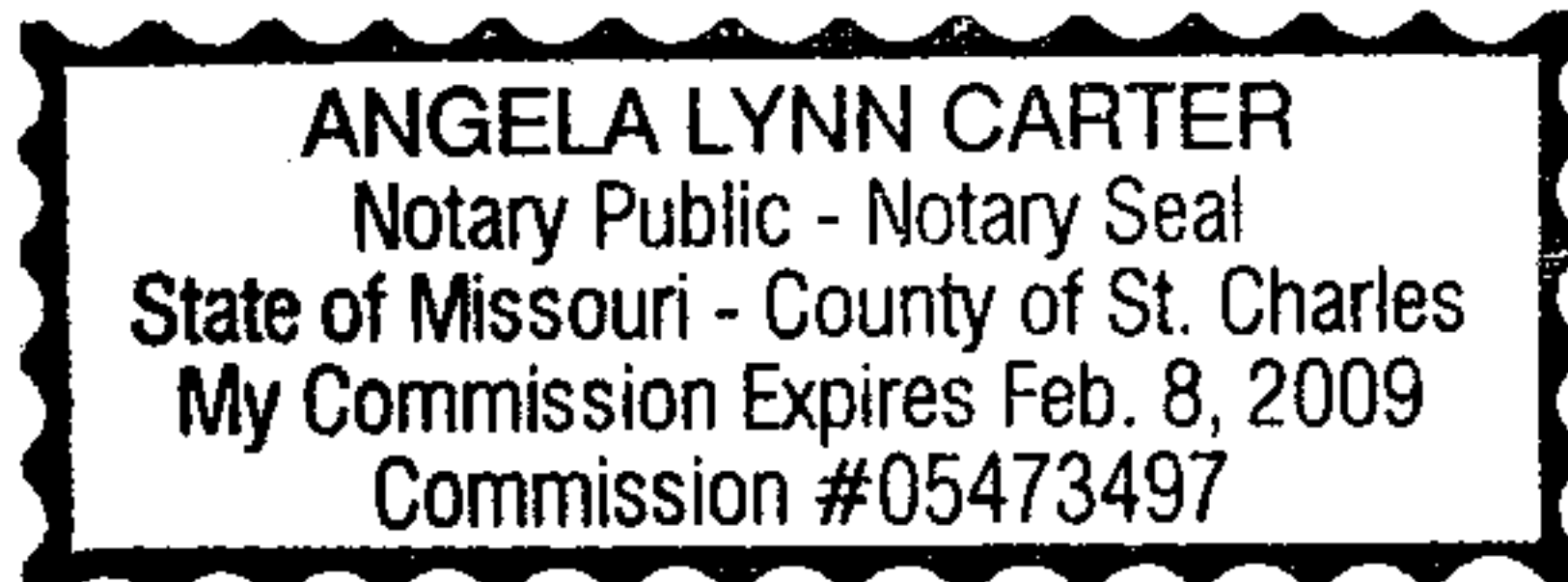
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 9th day of November, 2007, before me appeared Jeffrey M. Berger, to me personally known, who, being by me duly sworn, did say that he is the Secretary of Vantage Development Co., a Missouri corporation, Manager of Barathaven Development, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said corporation in behalf of said company; and said Jeffrey M. Berger acknowledged said instrument to be the free act and deed of said company.

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 term expires:



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

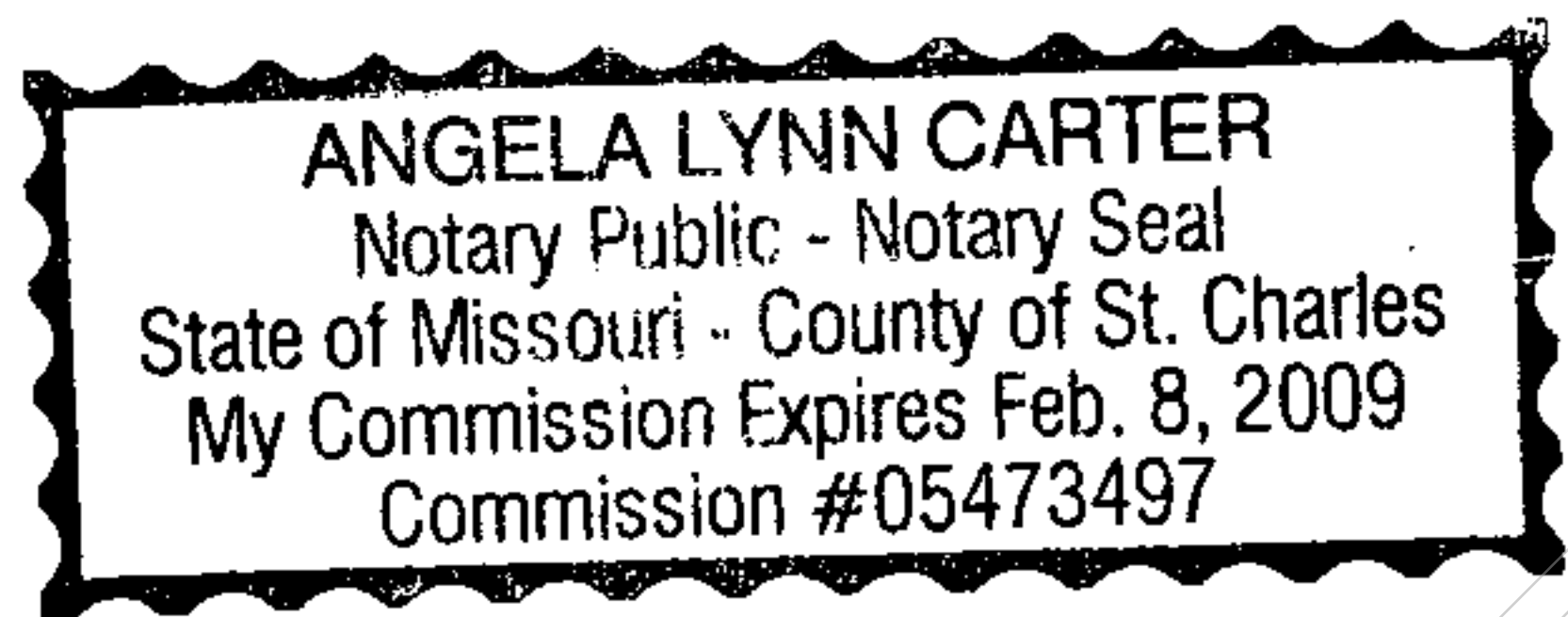
On this 7th day of November, 2007, before me before me appeared Chris Matteo, to me personally known, who, being by me duly sworn did say that he is the President of Vantage Homes, Inc., a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Chris Matteo 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.

Angela Lynn Carter

Notary Public

My commission expires:



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

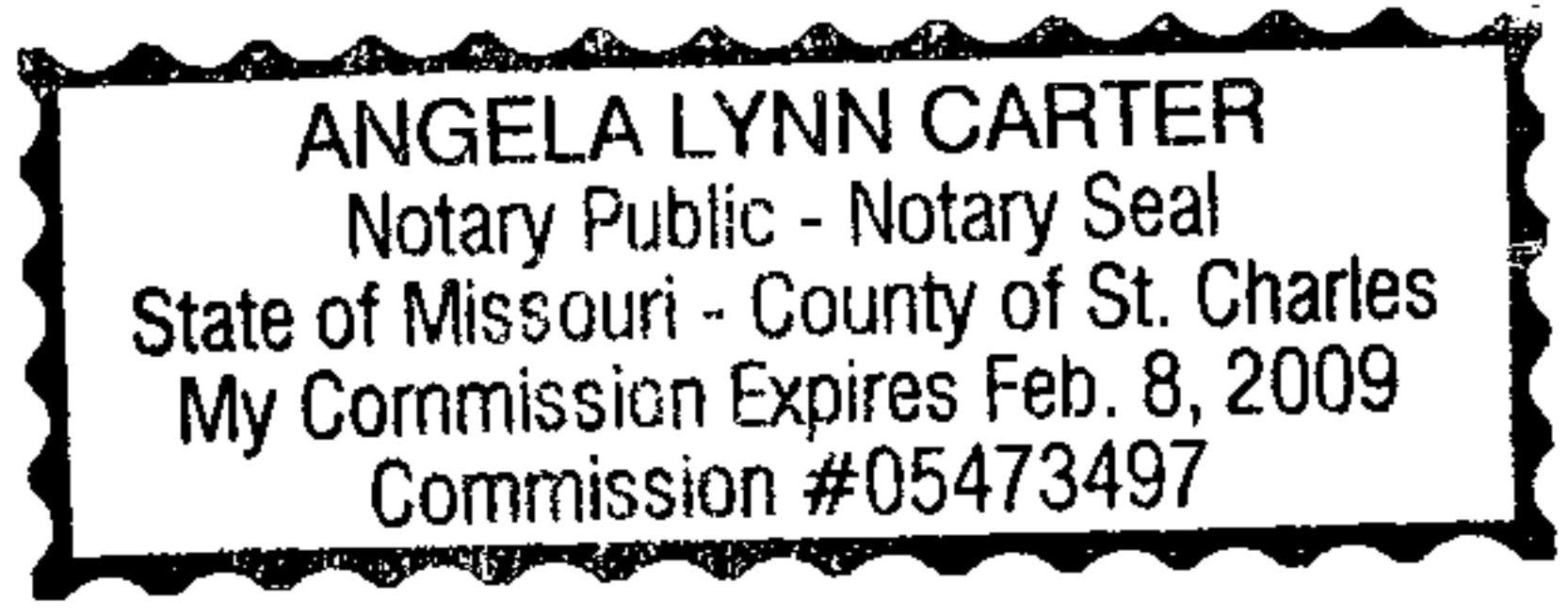
On this 7th day of November, 2007, before me before me appeared Chris Matteo, to me personally known, who, being by me duly sworn did say that he is a Director of Barathaven Residential Homeowners' Association, a Missouri nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Chris Matteo 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.

Angela Lynn Carter

Notary Public

My commission expires:



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

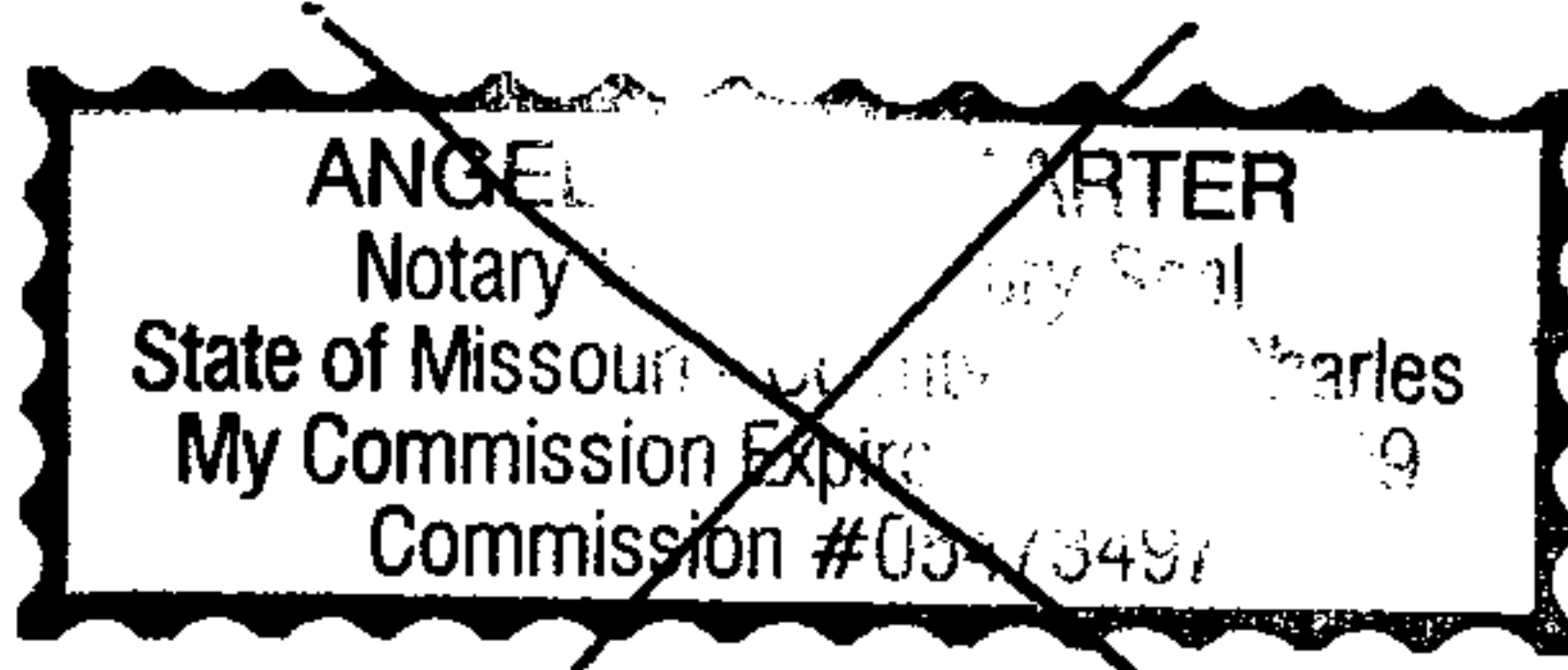
On this 13th day of November, 2007, before me before me appeared Jeremy Roth, to me personally known, who, being by me duly sworn did say that he is a Director of Barathaven Residential Homeowners' Association, a Missouri nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Jeremy Roth 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.

Angela Lynn Carter

Notary Public

My commission expires:



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

On this 21st day of November, 2007, before me before me appeared Marc Bruffett, to me personally known, who, being by me duly sworn did say that he is a Director of Barathaven Residential Homeowners' Association, a Missouri nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Marc Bruffett 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.

Angela Lynn Carter

Notary Public

My commission expires:





20071129000957930 8/8

Bk: DE4884 Pg: 2169

EXHIBIT A

Legal Description

That certain property described in Barathaven Residential Declaration recorded on April 26, 2006, in Book DE4468, Page 599 of the St. Charles County, Missouri Records, as amended by that certain First Amendment to Barathaven Residential Declaration recorded May 25, 2006, in Book DE4490, Page 1892 of the St. Charles County, Missouri records, and that certain Second Amendment to Barathaven Residential Declaration recorded November 16, 2006, in Book DE4625, Page 1993 of the St. Charles County, Missouri records.

UNOFFICIAL

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S-3
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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Jessica Kruef

COVER PAGE

Second Amendment To Barathaven Residential Declaration

Date: November 14, 2006

Grantor: Barathaven Development, LLC

Grantee: Barathaven Residential Homeowners' Association

Grantee's Address: c/o Vantage Homes, Inc.
117 Triad West Drive
O'Fallon, MO 63366

Legal Description: That certain property described in Barathaven Residential Declaration recorded in **Book 4468, Page 599** of the St. Charles County, Missouri Records as amended by that certain First Amendment To Barathaven Residential Declaration recorded in **Book 4490, Page 1892** of the St. Charles County, Missouri Records and as set forth on Exhibit A of the attached Second Amendment To Barathaven Residential Declaration.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Second Amendment To Barathaven Residential Declaration. In the event of a conflict between the provisions of the attached Second Amendment To Barathaven Residential Declaration and the provisions of this cover page, the attached Second Amendment To Barathaven Residential Declaration shall prevail and control.

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SECOND AMENDMENT TO BARATHAVEN RESIDENTIAL DECLARATION

This Second Amendment To Barathaven Residential Declaration (“Amendment”) is made, declared and entered into effective as of the 14th day of November, 2006 by and among Barathaven Development, LLC (“BDLLC”) and Barathaven Residential Homeowners’ Association (“HOA”).

Recitals:

A. BDLLC and HOA made, declared and entered into that certain Barathaven Residential Declaration recorded in Book 4468, Page 599 of the St. Charles County, Missouri Records as amended by that certain First Amendment To Barathaven Residential Declaration recorded in Book 4490, Page 1892 of the St. Charles County, Missouri Records (collectively, the “Declaration”), which Declaration encumbers that certain real property located in St. Charles County, Missouri described in the Declaration.

B. BDLLC currently owns fee title to numerous Lots within the Community and as the Declarant owning one or more of the Lots; BDLLC has the right to amend the Declaration under Section 13.6 of the Declaration.

C. BDLLC wishes to amend the Declaration as more particularly set forth herein and the HOA wishes to affirm its agreement to this Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, the covenants set forth herein, the payment of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree and declare as follows:

1. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Declaration. The Recitals set forth above are incorporated in to this Amendment and shall be part of the substantive content of this Amendment.

2. Section 14.15 of the Declaration is hereby amended by adding the following text to the end thereof: This Declaration makes reference to and is a memorandum of certain covenants set forth in Section 6.8 of that certain Annexation Agreement between City of Dardenne Prairie, Missouri, Creek Valley, LLC and Barathaven Development, LLC dated September 1, 2005. Some of the covenants set forth in that particular Section of the above referenced Annexation Agreement are set forth as follows: Each Owner by virtue of acquiring title to any Property subject hereto agrees with respect to the CID to the following: (a) To cooperate in good faith and assist the CID in taking all reasonable actions related to the payment, deposit, enforcement and collection of revenues from the CID Property Tax. (b) To notify the CID in writing of any sale, lease, transfer or other disposition of any real property within the CID which notice shall be given within 10



days after the date of said sale, lease, transfer or other disposition and which notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the CID and shall identify the property sold, leased, transferred or otherwise disposed. (c) To cooperate with the CID to obtain approval of any proposal for the abolishment of the CID pursuant to law. (d) To use reasonable efforts to select purchasers, tenants or transferees that will produce a higher volume of CID Property Tax. And (e) to waive the right to file suit to set aside the CID Property Tax or otherwise question the validity of the proceedings relating thereto. To the extent required by the Annexation Agreement, Owners shall use reasonable efforts to specifically include the covenants referred to above in all deeds, leases and other instruments by which an Owner conveys an interest in real property within the CID.

3. This Amendment shall be binding upon the Property encumbered by the Declaration and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date and year first above written.

Declarant:

Barathaven Development, LLC


By: Vantage Development Co.

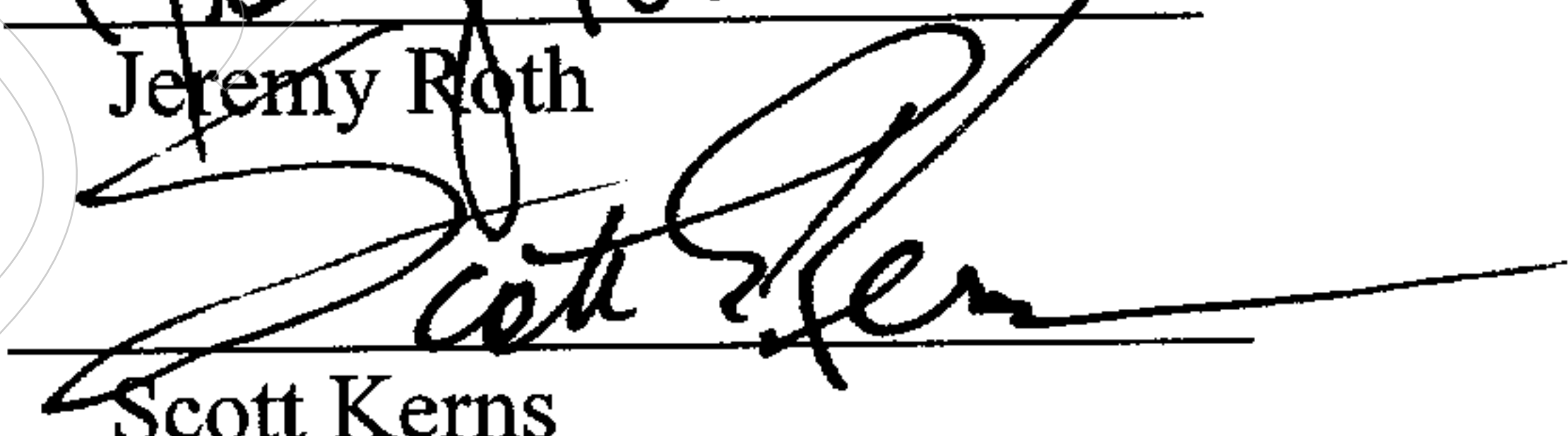
By: 
Donald G. Kennedy, Secretary

HOA:

Barathaven Residential Homeowners' Association

By: 
Jeff Bogard

By: 
Jeremy Roth

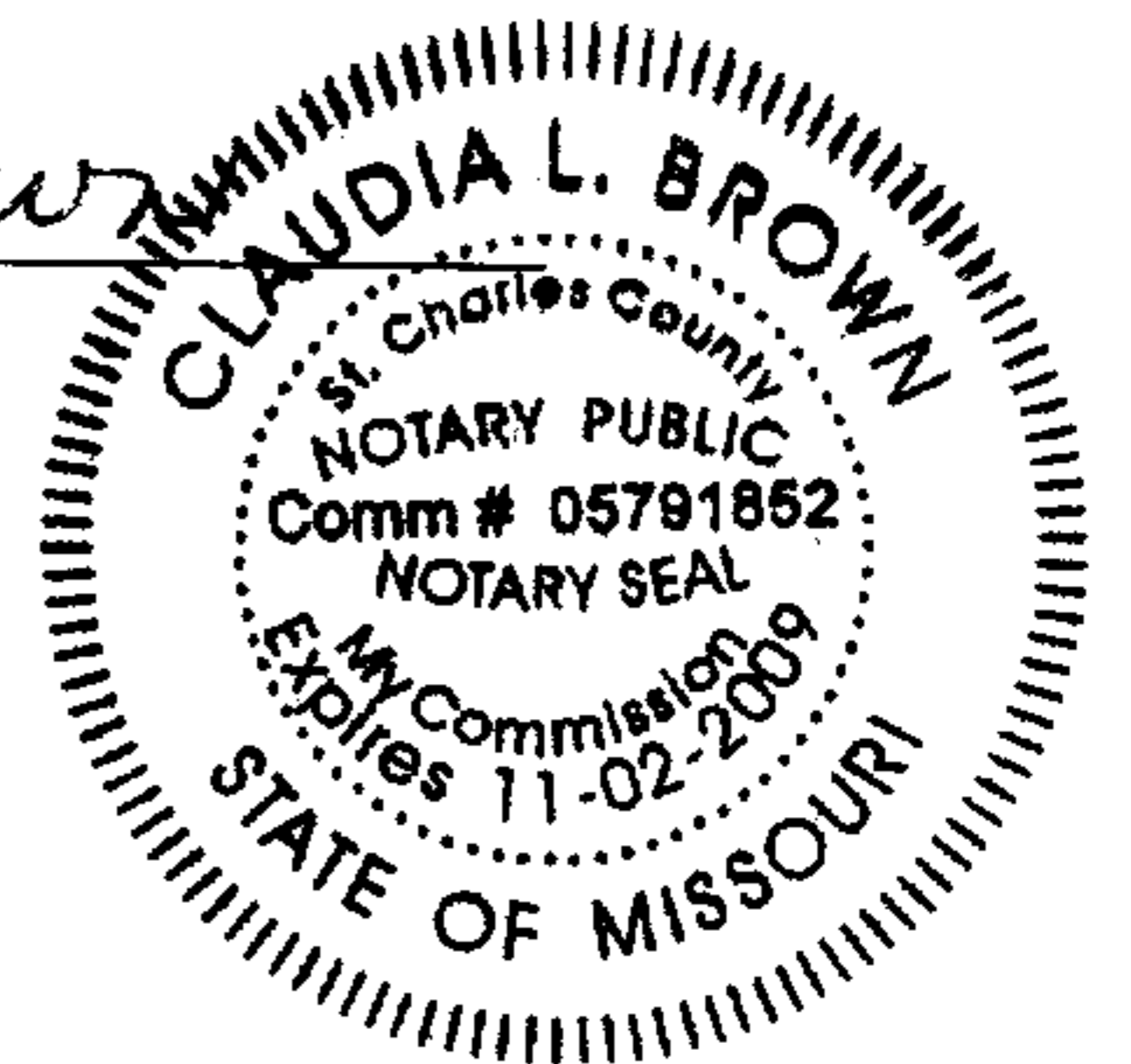
By: 
Scott Kerns

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

On this 15th day of November, 2006, before me personally appeared Donald G. Kennedy, to me known, who being by me duly sworn did say that he is the Secretary of Vantage Development Co. which is the managing member of Barathaven Development, LLC, a Missouri limited liability company and that the foregoing instrument was executed by him by authority of its members; and said Donald G. Kennedy, acknowledged said instrument to be the free act and deed of said limited liability company.

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.

Claudia L. Brown
Notary Public



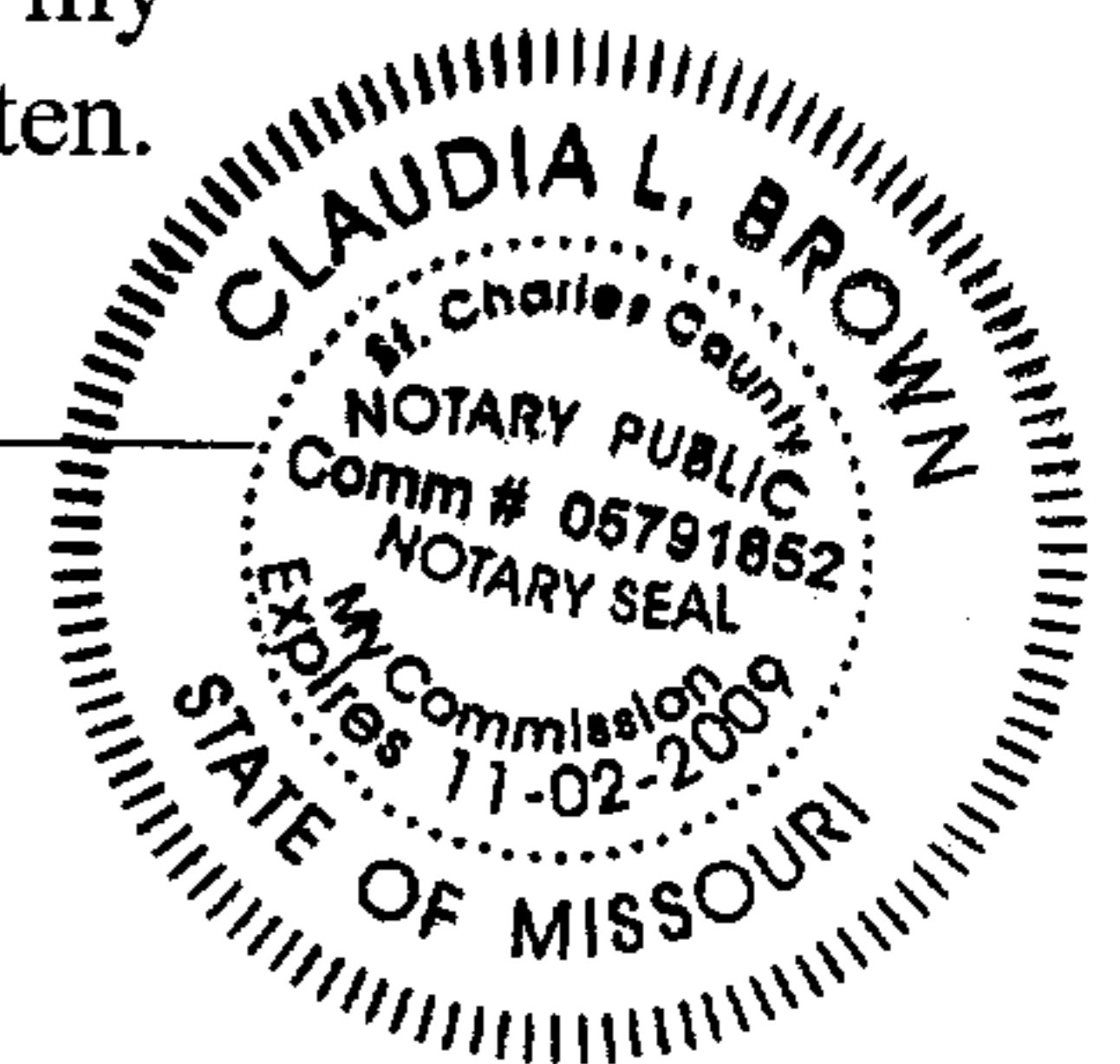
My term expires: 11-2-09

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

On this 15th day of NOVEMBER, 2006, before me personally appeared Jeff Bogard, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

Claudia L. Brown
Notary Public



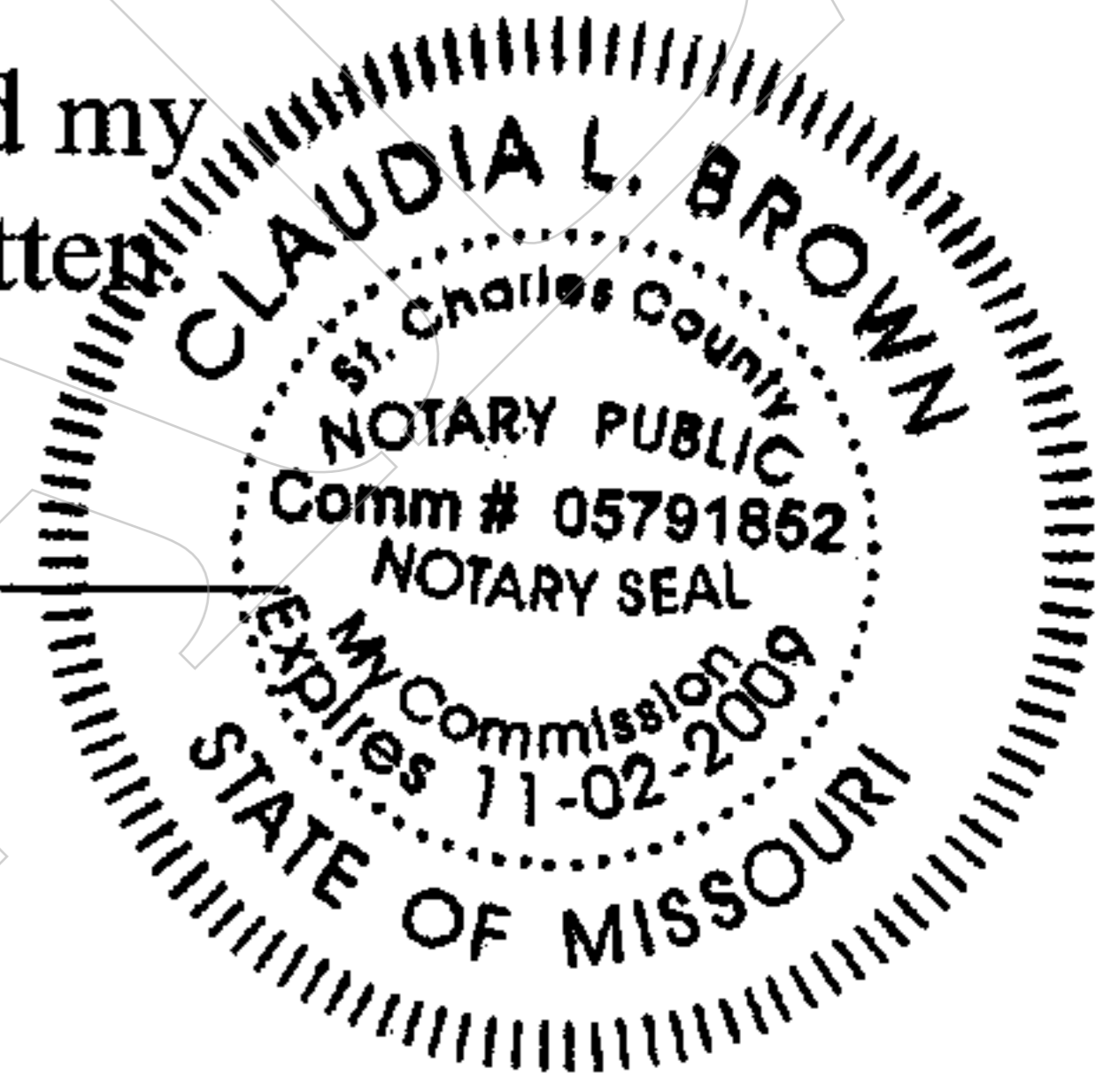
My term expires: 11-2-09

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

On this 15th day of November, 2006, before me personally appeared Jeremy Roth, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

Claudia L. Brown
Notary Public



My term expires: 11-2-09

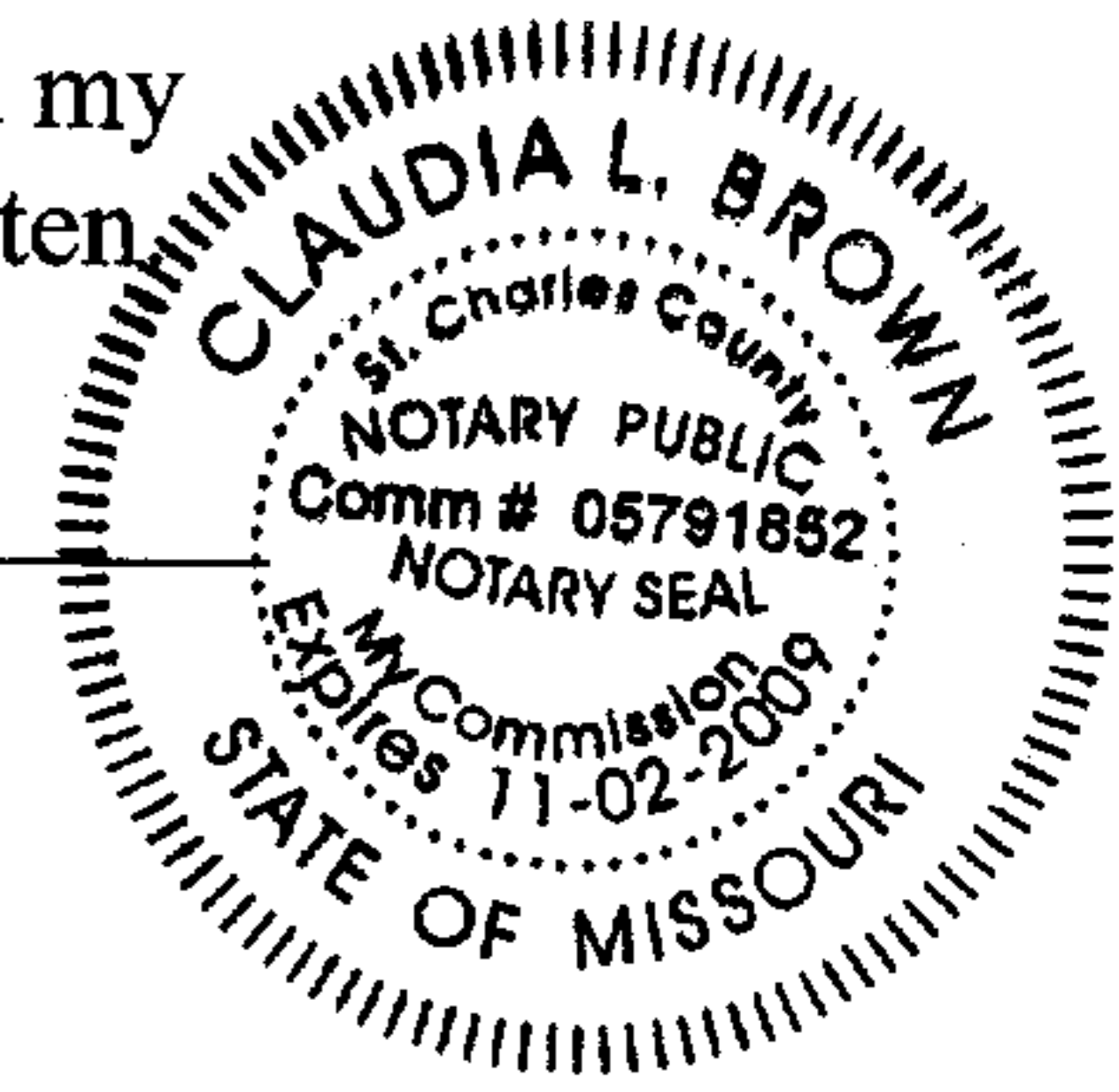
*written

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

On this 15th day of NOVEMBER, 2006, before me personally appeared Scott Kerns, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her 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.

Claudia L. Brown
Notary Public



My term expires: 11-2-09



Exhibit A

Barathaven Residential

That certain property described in Barathaven Residential Declaration recorded in **Book 4468, Page 599** of the St. Charles County, Missouri Records as amended by that certain First Amendment To Barathaven Residential Declaration recorded in **Book 4490, Page 1892** of the St. Charles County, Missouri Records and as set forth on Exhibit A of the attached Second Amendment To Barathaven Residential Declaration.

UNOFFICIAL



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Bk: DE4490 Pg: 1892
05/25/2006 08:34:07AM 1/8

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

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S3
L6

COVER PAGE

First Amendment To Barathaven Residential Declaration

Date: May 24, 2006

Grantor: Barathaven Development, LLC

Grantee: Barathaven Residential Homeowners' Association

Grantee's Address: c/o Vantage Homes, Inc.
117 Triad West Drive
O'Fallon, MO 63366

Legal Description: As set forth on Exhibit A of the attached First Amendment To Barathaven Residential Declaration.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached First Amendment To Barathaven Residential Declaration. In the event of a conflict between the provisions of the attached First Amendment To Barathaven Residential Declaration and the provisions of this cover page, the attached First Amendment To Barathaven Residential Declaration shall prevail and control.

FIRST AMENDMENT TO BARATHAVEN RESIDENTIAL DECLARATION

This First Amendment To Barathaven Residential Declaration (“Amendment”) is made, declared and entered into effective as of the 24 day of May, 2006 by and among Barathaven Development, LLC (“BDLLC”) and Barathaven Residential Homeowners’ Association (“HOA”).

Recitals:

A. BDLLC and HOA made, declared and entered into that certain Barathaven Residential Declaration (“Declaration”) recorded in Book 4468, Page 599 of the St. Charles County, Missouri Records, which Declaration encumbers that certain real property located in St. Charles County, Missouri described on Exhibit A, attached hereto and made a part hereof.

B. BDLLC currently owns fee title to all of the Lots within the Community and as both the Declarant owning one or more of the Lots, and as one hundred percent (100%) of the Owners; BDLLC has the right to amend the Declaration under Article XIII of the Declaration.

C. BDLLC wishes to amend the Declaration as more particularly set forth herein and the HOA wishes to affirm its agreement to this Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, the covenants set forth herein, the payment of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree and declare as follows:

1. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Declaration. The Recitals set forth above are incorporated in to this Amendment and shall be part of the substantive content of this Amendment.

2. Section 11.2 of the Declaration is hereby amended by deleting subparts (c), (d) and (e) thereof and substituting in lieu thereof, the following:

“(c) To erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of promoting the sale of Units in the Property (other homebuilders acquiring Lots prior to construction of Units on those Lots shall also have this right also);

(d) To maintain Units as sales, models, management, business and construction offices (other homebuilders acquiring Lots prior to construction of Units on those Lots shall also have this right also);

(e) To maintain and locate construction trailers and construction tools and equipment within the Property (other homebuilders acquiring Lots prior to construction of Units on those Lots shall also have this right also);”

3. For purposes of clarification, the one time assessment in Section 7.2 of the Declaration on original sale for the working capital fund shall not be paid by a purchaser of a Lot at the time of transfer of the Lot if a Unit or single family dwelling has not been built on the Lot at such time. Such payment, in accordance with Section 7.2 of the Declaration, shall not be due until the earlier of the sale of a Unit (as opposed to a Lot upon which no Unit has been constructed) or the date of termination of the Declarant Control Period.

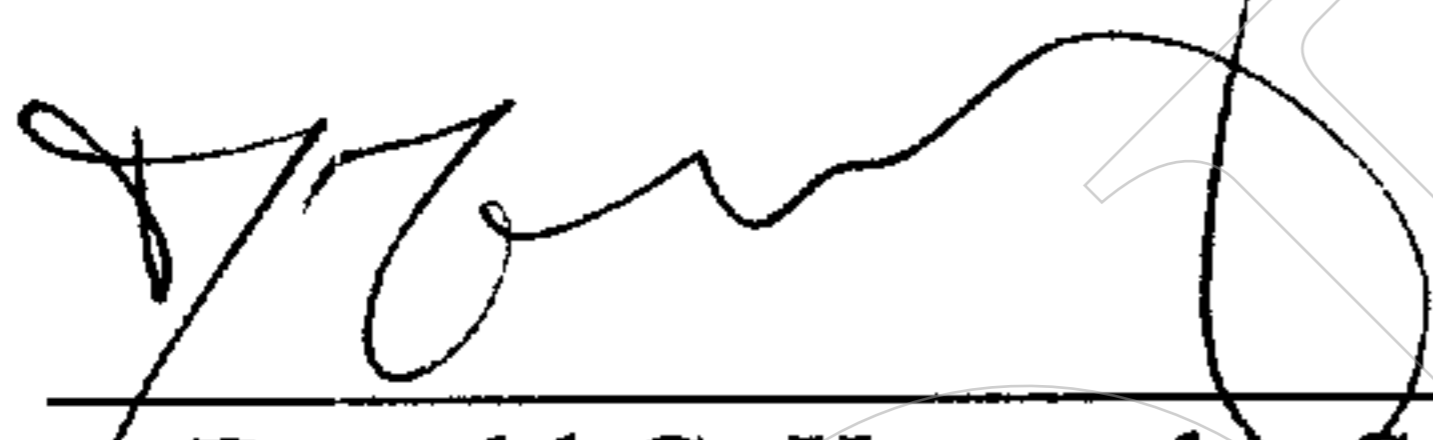
4. This Amendment shall be binding upon the Property encumbered by the Declaration and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date and year first above written.

Declarant:

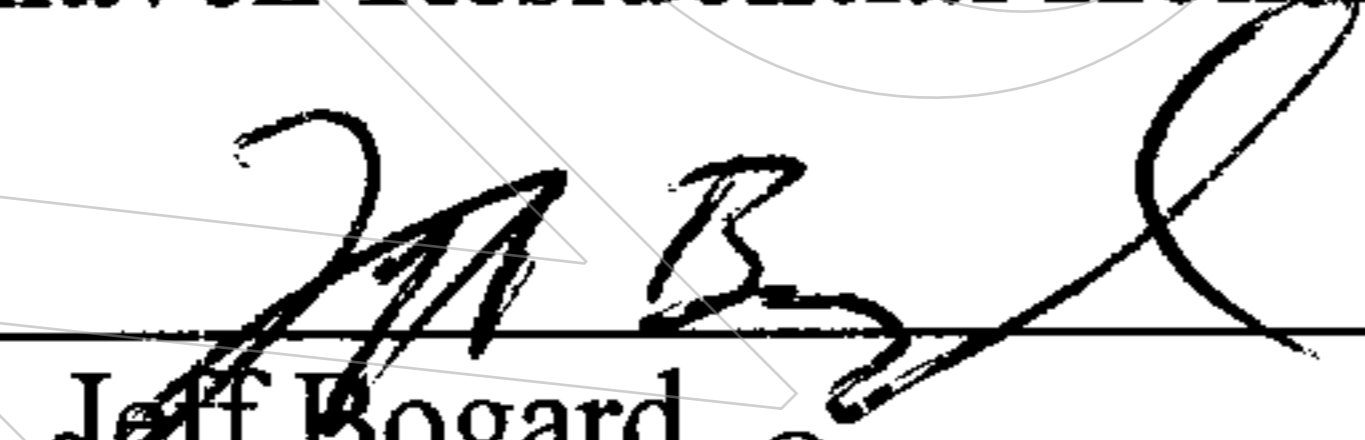
Barathaven Development, LLC

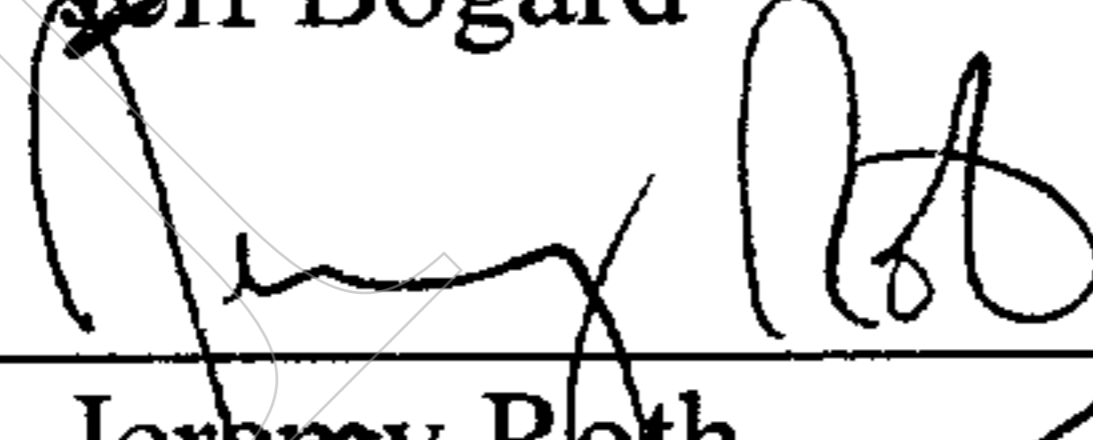
By: Vantage Development Co.

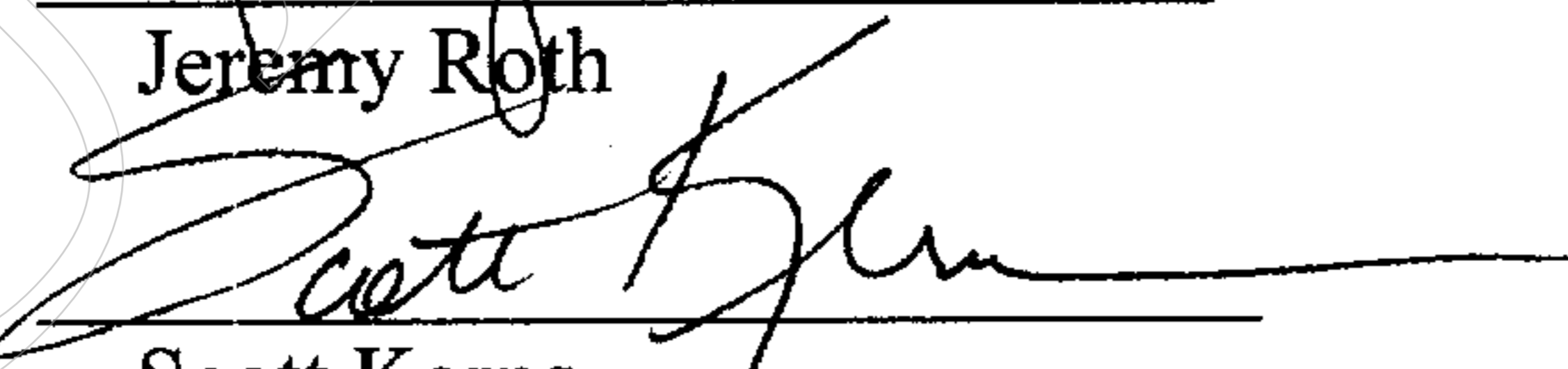
By: 
Donald G. Kennedy, Secretary

HOA:

Barathaven Residential Homeowners' Association

By: 
Jeff Bogard

By: 
Jeremy Roth

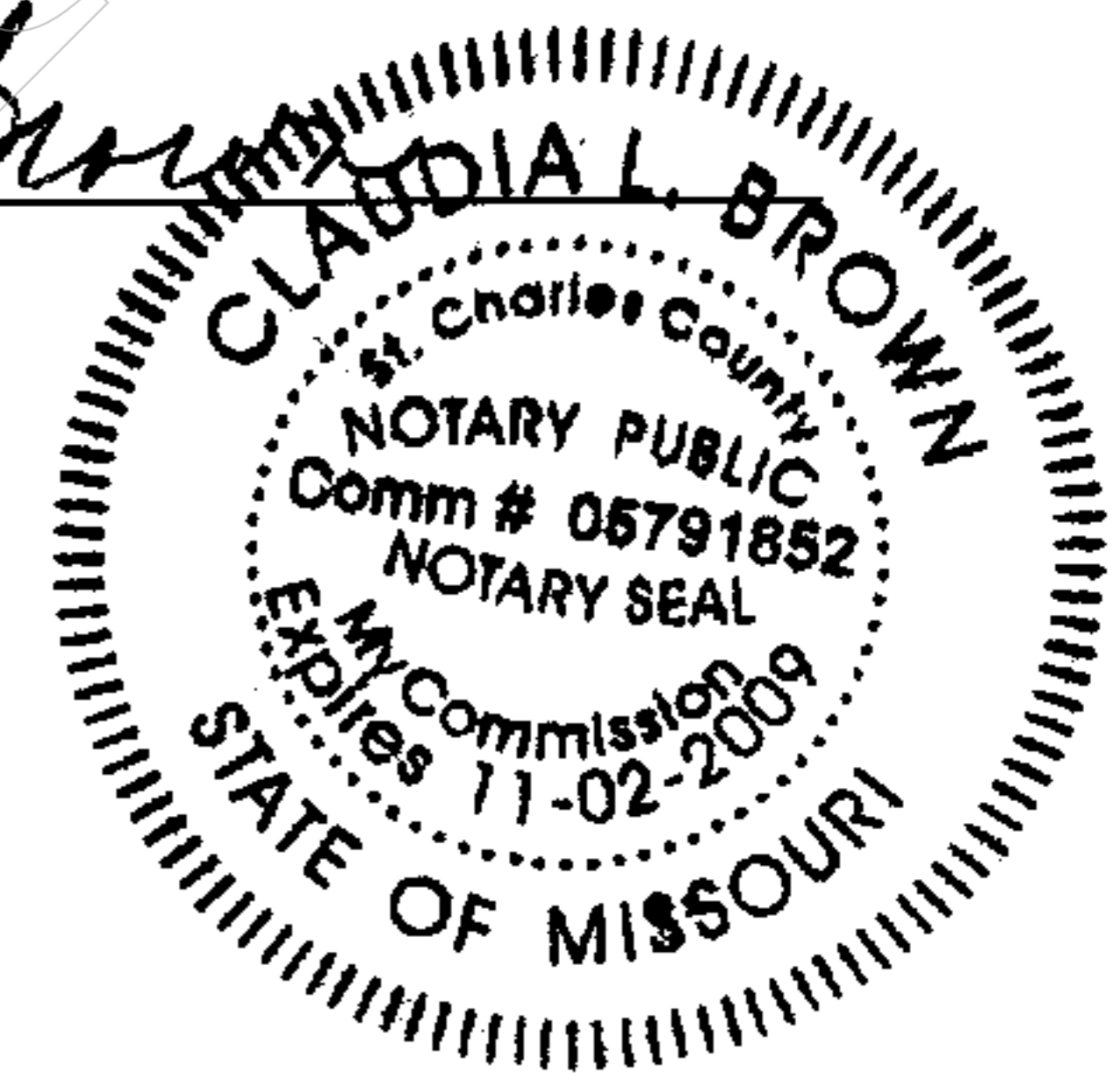
By: 
Scott Kerns

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

On this 23rd day of May, 2006, before me personally appeared Donald G. Kennedy, to me known, who being by me duly sworn did say that he is the Secretary of Vantage Development Co. which is the managing member of Barathaven Development, LLC, a Missouri limited liability company and that the foregoing instrument was executed by him by authority of its members; and said Donald G. Kennedy, acknowledged said instrument to be the free act and deed of said limited liability company.

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.

Claudia L. Brown
Notary Public



My term expires: 11-2-09

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

On this 23rd day of May, 2006, before me personally appeared Jeff Bogard, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

Claudia L. Brown
Notary Public



My term expires: 11-2-09

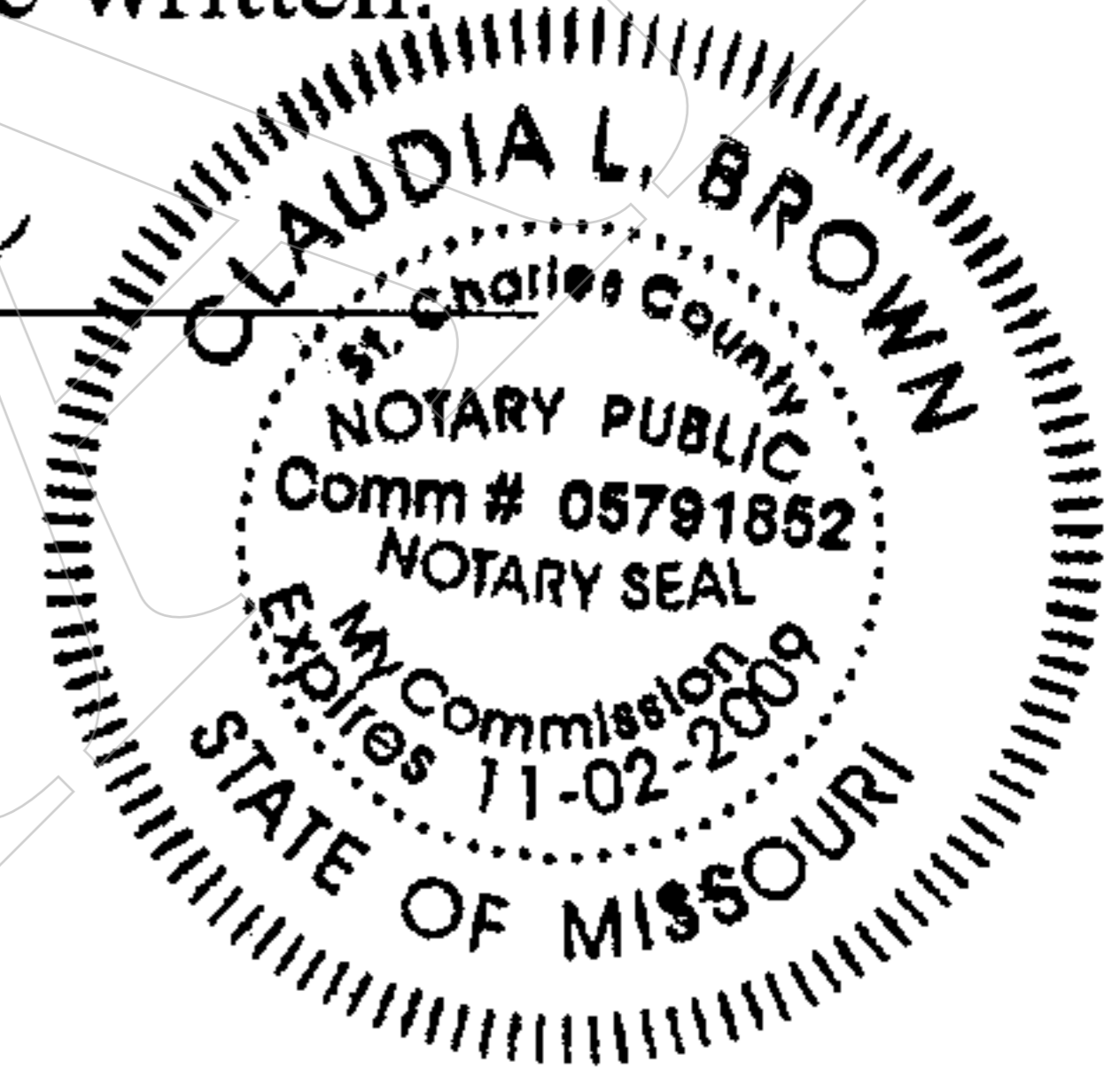
RECORD AS IS

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

On this 23rd day of May, 2006, before me personally appeared Jeremy Roth, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

Claudia L. Brown
Notary Public



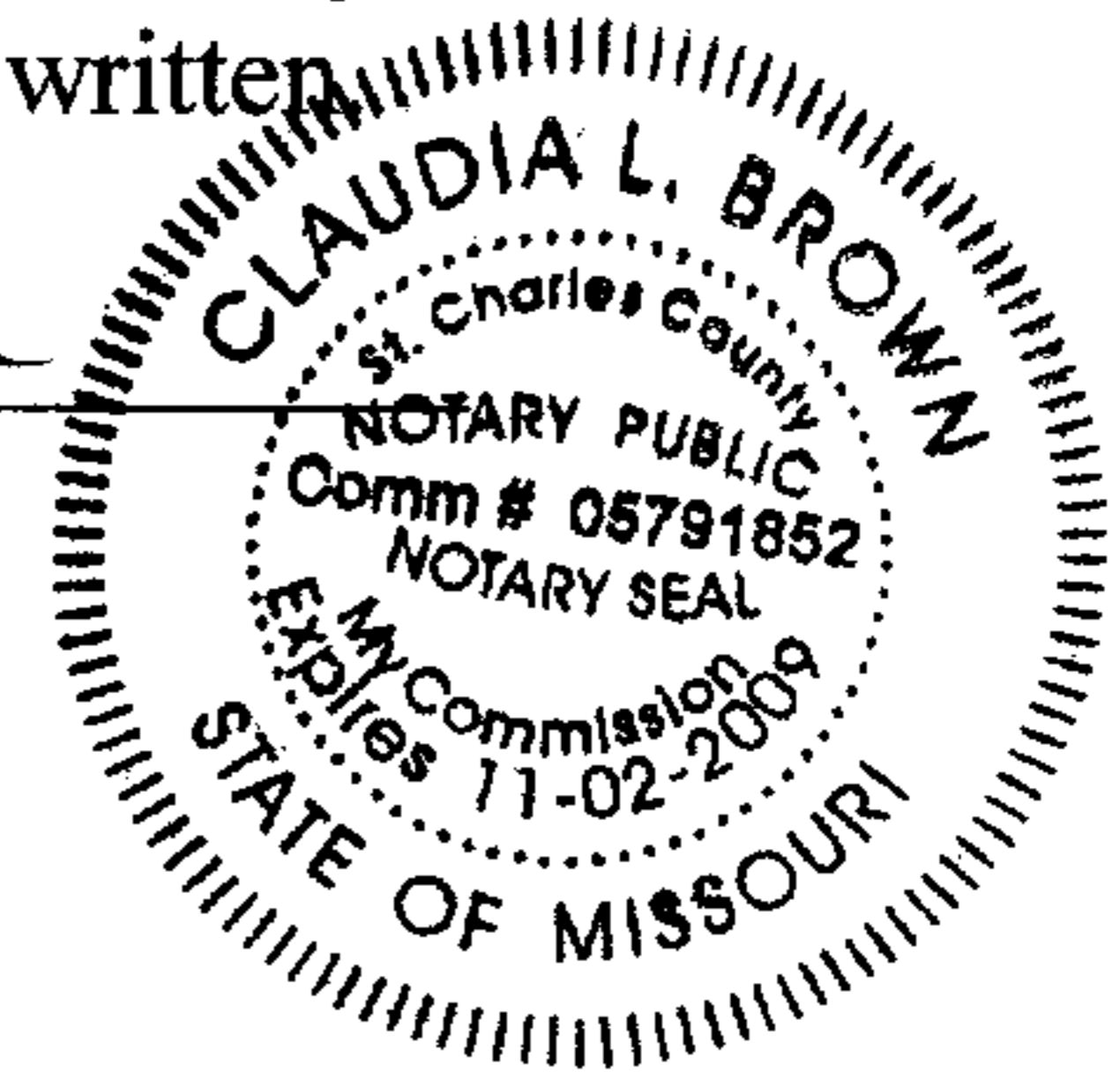
My term expires: 11-2-09

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

On this 23rd day of May, 2006, before me personally appeared Scott Kerns, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her 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.

Claudia L. Brown
Notary Public



My term expires:

Exhibit A

Barathaven Residential

LEGAL DESCRIPTION

LEGAL DESCRIPTION

RESIDENTIAL AREA 2 – South of Old Dardenne Creek

03-1289

December 22, 2005

JQP

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

BEGINNING at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 feet to a point; thence North 26 degrees 24 minutes 19 seconds West, 103.54 feet to a point; thence North 44 degrees 59 minutes 34 seconds East, 129.88 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 22 degrees 22 minutes 22 seconds East, a radial distance of 52.00 feet; thence northwesterly along the arc, through a central angle of 22 degrees 37 minutes 12 seconds, a distance of 20.53 feet; thence South 44 degrees 59 minutes 34 seconds West, 119.15 feet to a point; thence North 26 degrees 24 minutes 19 seconds West, 177.07 feet to a point; thence North 25 degrees 07 minutes 51 seconds East, 156.08 feet to a point; thence North 38 degrees 16 minutes 53 seconds East, 109.35 feet to a point; thence North 66 degrees 08 minutes 09 seconds East, 294.20 feet to a point; thence North 23 degrees 51 minutes 51 seconds West, 8.12 feet to a point; thence North 54 degrees 11 minutes 50 seconds East, 160.74 feet to a point; thence North 82 degrees 47 minutes 59 seconds East, 147.77 feet to a point; thence South 69 degrees 52 minutes 11 seconds East, 90.27 feet to a point; thence South 81 degrees 34 minutes 02 seconds East, 203.75 feet to a point; thence South 40 degrees 07 minutes 33 seconds East, 15.59 feet to a point; thence North 49 degrees 52 minutes 27 seconds East, 498.65 feet to a point; thence North 71 degrees 49 minutes 33 seconds East, 177.77 feet to a point; thence South 23 degrees 36 minutes 43 seconds East, 37.05 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 79 degrees 07 minutes 45 seconds East, a radial distance of 521.91 feet; thence southerly along the arc, through a central angle of 05 degrees 57 minutes 19 seconds, a distance of 54.25 feet; thence South 16 degrees 49 minutes 34 seconds East, 162.70 feet to a point; thence North 49 degrees 52 minutes 27 seconds East, 16.35 feet to a point; thence South 16 degrees 47 minutes 29 seconds East, 21.76 feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 10.89 feet to a point; thence South 16 degrees 47 minutes 29 seconds East, 27.23 feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 213.62 feet to a point; thence North 40 degrees 07 minutes 33 seconds West, 25.00 feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 642.21 feet to a point; thence South 27 degrees 27 minutes 27 seconds East, 206.28 feet to a point; thence South 36 degrees 02 minutes 30 seconds East, 263.24 feet to a point; thence South 63 degrees 39 minutes 05 seconds West, 532.09 feet to a point; thence North 26 degrees 44 minutes 40 seconds West, 627.28 feet to the POINT OF BEGINNING containing 22.33 acres, more

or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of December, 2005.

LEGAL DESCRIPTION

RESIDENTIAL AREA 1 – North of Old Dardenne Creek

03-1289

December 22, 2005

JQP

A tract of land being part of U.S. Surveys 1641 and 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 45 degrees 41 minutes 18 seconds East, a radial distance of 17,108.76 feet; thence northwesterly along the arc, through a central angle of 00 degrees 39 minutes 55 seconds, a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 46 degrees 21 minutes 12 seconds East, a radial distance of 17,138.76 feet; thence northwesterly along the arc, through a central angle of 02 degrees 04 minutes 55 seconds, a distance of 622.79 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 11 degrees 37 minutes 35 seconds West, a radial distance of 45.00 feet; thence northeasterly along the arc, through a central angle of 30 degrees 25 minutes 26 seconds, a distance of 23.89 feet; thence North 47 degrees 56 minutes 59 seconds East, 305.01 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 27 degrees 47 minutes 46 seconds; thence northeasterly along the arc a distance of 288.65 feet to the end of the curve, said point being the POINT OF BEGINNING; thence North 00 degrees 46 minutes 02 seconds East, 159.36 feet to a point; thence North 73 degrees 41 minutes 55 seconds West, 131.84 feet to a point; thence North 47 degrees 13 minutes 13 seconds West, 126.23 feet to a point; thence North 32 degrees 28 minutes 00 seconds West, 126.23 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 879.29 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 120.00 feet to a

point; thence North 00 degrees 46 minutes 02 seconds East, 20.00 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 102.77 feet to a point; thence North 21 degrees 13 minutes 13 seconds East, 207.94 feet to a point; thence North 43 degrees 57 minutes 54 seconds East, 208.11 feet to a point; thence North 59 degrees 46 minutes 37 seconds East, 104.29 feet to a point; thence North 75 degrees 05 minutes 19 seconds East, 208.13 feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 666.75 feet to a point; thence South 77 degrees 07 minutes 33 seconds East, 162.16 feet to a point; thence South 48 degrees 54 minutes 53 seconds East, 95.38 feet to a point; thence South 36 degrees 16 minutes 04 seconds East, 91.89 feet to a point; thence South 14 degrees 04 minutes 55 seconds East, 16.35 feet to a point; thence North 87 degrees 32 minutes 17 seconds East, 124.45 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 87 degrees 32 minutes 17 seconds East, a radial distance of 52.00 feet; thence northerly along the arc, through a central angle of 21 degrees 30 minutes 40 seconds, a distance of 19.52 feet; thence North 70 degrees 57 minutes 04 seconds West, 120.04 feet to a point; thence North 20 degrees 14 minutes 28 seconds East, 73.58 feet to a point; thence North 64 degrees 31 minutes 48 seconds East, 107.54 feet to a point; thence North 89 degrees 09 minutes 13 seconds East, 66.58 feet to a point; thence South 71 degrees 40 minutes 45 seconds East, 44.69 feet to a point; thence South 78 degrees 46 minutes 06 seconds East, 94.73 feet to a point; thence South 83 degrees 24 minutes 15 seconds East, 263.33 feet to a point; thence South 73 degrees 35 minutes 18 seconds East, 279.65 feet to a point; thence South 59 degrees 32 minutes 36 seconds East, 219.09 feet to a point; thence South 30 degrees 27 minutes 24 seconds West, 3.53 feet to a point of curve to the right having a radius of 400.50 feet and a central angle of 66 degrees 12 minutes 41 seconds; thence southwesterly along the arc a distance of 462.82 feet to a point of reverse curve to the left having a radius of 439.50 feet and a central angle of 30 degrees 34 minutes 59 seconds; thence westerly along the arc, a distance of 234.59 feet; thence South 66 degrees 05 minutes 06 seconds West, 316.01 feet to a point of curve to the left having a radius of 595.00 feet and a central angle of 37 degrees 52 minutes 09 seconds; thence southwesterly along the arc a distance of 393.26 feet; thence South 28 degrees 12 minutes 56 seconds West, 600.12 feet to a point of curve to the right having a radius of 400.50 feet and a central angle of 33 degrees 56 minutes 42 seconds; thence southwesterly along the arc a distance of 237.27 feet; thence South 62 degrees 09 minutes 38 seconds West, 224.00 feet to a point of curve to the right having a radius of 400.50 feet and a central angle of 31 degrees 48 minutes 01 seconds; thence westerly along the arc a distance of 222.23 feet to a point of reverse curve to the left having a radius of 595.00 feet and a central angle of 18 degrees 12 minutes 54 seconds; thence westerly along the arc, a distance of 189.16 feet to the POINT OF BEGINNING containing 58.36 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of December, 2005.

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

COVER PAGE

BARATHAVEN RESIDENTIAL DECLARATION

Date: April 19, 2006

Grantor: Barathaven Development, LLC

Grantee: Barathaven Residential Homeowners' Association

Grantee's Address: c/o Vantage Development Co.
117 Triad West Drive
O'Fallon, MO 63366

Legal Description: As set forth on Exhibit A of the attached Barathaven Residential Declaration.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Barathaven Residential Declaration. In the event of a conflict between the provisions of the attached Barathaven Residential Declaration and the provisions of this cover page, the attached Barathaven Residential Declaration shall prevail and control.

call Dan Geil 314-393-2982 Vantage Homes

BARATHAVEN RESIDENTIAL DECLARATION

CITY OF DARDENNE PRAIRIE, ST. CHARLES COUNTY, MISSOURI

THIS BARATHAVEN RESIDENTIAL DECLARATION is made by BARATHAVEN DEVELOPMENT, LLC, a Missouri limited liability company ("Declarant") this 19th day of April, 2006.

Recitals:

A. Declarant is the owner of certain real property ("Property") located in the City of Dardenne Prairie, St. Charles County, Missouri, as more particularly described on Exhibit A;

B. Declarant has caused the Property to be subdivided into lots and common ground by virtue of a plat recorded in Plat Book 43, Page 120 of the St. Charles County Records, as may be amended ("Plat");

C. The Property is subjected to and encumbered by that certain Declaration Of Covenants, Conditions And Restrictions For Barathaven, recorded on April 3, 2006 in Book 4451, Page 973 of the St. Charles County Records, as may be amended ("Barathaven Master Declaration");

E. This Declaration is intended as a subdeclaration upon and against the Property, and is a "Residential Tract Declaration" as said term is used in the Barathaven Master Declaration; and

F. It is the purpose and intention of this Declaration to create on the Property a residential community known as Barathaven and to preserve the Property, subdivided as aforesaid, as a restricted neighborhood and to protect the same against certain uses by the adoption of this Declaration, and to apply the general plan of development contained herein to all of the Property for the mutual benefit of Declarant and all persons who may purchase, hold or own from time to time any of the Property covered by this Declaration.

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

GENERAL PLAN OF DEVELOPMENT

The Property (“Barathaven Residential”) is located within Barathaven, a mixed-use, master planned community located in the City of Dardenne Prairie, St. Charles County, Missouri. All of the property located within Barathaven is subject to certain restrictions and regulations contained in the “Barathaven Master Declaration.” The general plan of development for Barathaven, under the Barathaven Master Declaration, may include various land uses, including residential neighborhoods, commercial areas, office areas, open space and a public park. The entire community of Barathaven is governed by a master community association known as the “Barathaven Master Association” (“Master Association”) which is responsible for community standards in certain construction and for maintenance of certain entrance areas and signage and other areas of common interest to the entire community.

The general plan of development for Barathaven includes a variety of residential neighborhoods containing a range of types of homes and forms of home ownership in different neighborhoods, all of which are subject to a framework of regulations contained herein.

Each separate residential neighborhood within Barathaven, including Barathaven Residential, is or may be subject to its own governing documents to reflect the different character and intended use of each neighborhood. Barathaven Residential is governed by this Declaration, which, in turn, is subject to the Barathaven Master Declaration as discussed above. This Declaration creates a homeowners’ association known as Barathaven Residential Homeowners’ Association (“Residential Association”) for the governance and operation of the Barathaven Residential neighborhood. The Residential Association is a “Residential Association” “Ancillary Association” or “neighborhood association” as those terms are used in the Barathaven Master Declaration.

The Residential Association, under this Declaration, is responsible for all maintenance of common ground within the Property as well as certain maintenance of the exteriors of certain homes and exterior areas on certain lots within Barathaven Residential, enforcement of restrictions, and implementation of this Declaration, and may carry out such other functions as set forth herein. The Residential Association is also authorized to collect assessments from the Lot Owners to carry out its responsibilities under this Declaration.

ARTICLE I DEFINITIONS

1.1 “Association” or “Residential Association” means Barathaven Residential Homeowners’ Association, a Missouri nonprofit corporation, and its successors and assigns, and shall be deemed to be a Residential Association, an Ancillary Association and neighborhood association as said terms are used in the Barathaven Master Declaration.

1.2 “**Board of Directors**” or “**Board**” means the body designated to act on behalf of the Association and shall be deemed to be the board of directors under Chapter 355, Mo. Rev. Stat.

1.3 “**By-Laws**” means the By-Laws of the Association and any amendments thereto.

1.4 “**Common Expenses**” means expenses or financial liabilities of the Association, including: (a) expenses of the governance and administration of the Community and this Declaration, (b) maintenance, repair, improvements, or replacements of the Common Ground and other maintenance the Association is required to perform or entitled to perform under this Declaration, (c) expenses declared to be Common Expenses by this Declaration; (d) expenses agreed upon as Common Expenses by the Association; (e) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for contingencies, and for maintenance, repair or replacement of any improvements, or additions to the Common Ground or for the construction of improvements on the Common Ground, or for any other real or personal property acquired or held by the Association, (f) such assessments for common expenses as may be imposed by the Master Association and collected by the Association (g) payment for utility charges and maintenance of street lights serving Barathaven Residential and (f) and property tax payments levied on Common Ground, if any.

1.5 “**Common Ground**” means all portions of the Property other than the Lots, including but not limited to all real property and any improvements thereon held by the Association, and any easements, licenses or other occupancy or use rights which the Association may have in any portion of the Property or outside of the Property, for the common use and enjoyment of the Owners, including without limitation parks, open spaces, streets, parking areas, paths, walkways, trails, storm water and sanitary sewers, lawn sprinkler system, and drainage facilities (including retention and/or detention basins, if any), turnaround islands, gates, street lights and sidewalks, a weir wall built in connection with the bridge by which Barathaven Boulevard goes over a tributary to Old Dardenne Creek which is part of certain storm water facilities and such other facilities shown on the Plat.

1.6 “**Community**” means the Property, together with the Owners, residents, and other Persons and entities subject to this Declaration.

1.7 “**Declarant**” means (i) Barathaven Development, LLC, (ii) Vantage Homes, Inc., if Vantage Homes, Inc. should acquire any Lots or (iii) another successor to Declarant but only if Declarant assigns its rights and obligations hereunder to such person or entity in writing.

1.8 “**Declaration**” means this instrument entitled “Barathaven Residential Declaration” as recorded, and any amendments thereto.

1.9 “**Dwelling Unit**” or “**Unit**” means a single family dwelling to be constructed on each

Lot, and designed and intended for independent residential use and occupancy.

1.10 “Exclusive Use Areas” means any area appurtenant to a Unit, but located outside the designated boundaries of a Lot, that serves only that Unit, including but not limited to deck, balcony, patio, stoop, porch, walkway, fence, mailbox, and any equipment and fixtures. The Board, by resolution, may designate such other improvements to be Exclusive Use Areas as it deems reasonable.

1.11 “Governing Documents” or “Documents” means the Barathaven Master Declaration (which is incorporated herein by this reference), this Declaration, Plat, Articles of Incorporation, Association By-Laws, and Rules, and any amendments to said documents.

1.12 “Lot” means a separate parcel of land within the Property, including improvements thereon, the location and dimensions of which are depicted on the Plat. The Community shall consist of two types of Lots as follows: (i) “Standard Lots” which are all Lots in the Community other than Villa Lots and (ii) “Villa Lots” which are designated as Lots B-1 through B-89 on the Plat.

1.13 “Lot Owner” or “Owner” means the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable, but shall not mean any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.

1.14 “Mortgage” means a Security Interest in any Lot within the Property created by contract or conveyance, which secures payment or performance of an obligation; **“Mortgagee”** means the holder, trustee and beneficiary under a Security Interest.

1.15 “Person” means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however that in the case of a land trust, “person” means the beneficiary of the trust rather than the trust or the trustee.

1.16 “Plat” means the plat or plats, or survey or surveys, recorded at Plat Book 43, Page 120 of the St. Charles County Records, and any amendments thereto.

1.17 “Property” means all the real property described in Exhibit A and any additional land as may be added, together with all improvements, easements, rights and appurtenances, which are hereby submitted to the provisions of this Declaration; said Exhibit A is attached hereto and incorporated by reference herein.

1.18 “Rules” means rules, regulations and policies governing use of the Lots, Common



Ground and Exclusive Use Areas in the Community and for governance and administration of the Association, and for the conduct of Owners, residents, guests and others on the Property, adopted by the Board pursuant to this Declaration, and any amendments thereto.

1.19 “Security Interest” means an interest in a Lot, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents and any other consensual lien or title retention contract intended as security for an obligation.

1.20 “Barathaven Residential” means the real property described in Exhibit A, together with such other additional property as may be subjected to this Declaration.

1.21 “Barathaven Master Association” or “MASTER ASSOCIATION” or “Master Association” means the association designated as the governing body in the Barathaven Master Declaration.

1.22 “Barathaven Master Declaration” means that instrument entitled “Declaration of Covenants, Conditions and Restrictions for Barathaven,” as recorded on April 3, 2006 in Book 4451, Page 973 of the St. Charles County Records, and any amendments thereto.

**ARTICLE II
MASTER ASSOCIATIONS;
LOCATION, NUMBER OF LOTS, BOUNDARIES**

2.1 Master Associations. As set forth above, the Barathaven Residential community is part of a larger mixed-use master planned community known as Barathaven, which is subject to the Barathaven Master Declaration and governed by Master Association. Barathaven Residential and other residential neighborhoods established within Barathaven may have their own governing documents, such as this Declaration, applicable to the particular neighborhood to reflect the different character and intended use of each neighborhood.

(a) Master Association Membership. During the Period of Declarant Control, the sole members of the Master Association from the Property is Declarant who shall be entitled to cast all votes under the Master Association and after the Period of Declarant Control, the Association hereunder shall be the sole members of the Master Association from the Property and shall be entitled to cast all votes under the Master Association.

(b) Owners' Rights and Obligations. All Owners, lessees, and occupants of Units in Barathaven Residential shall have access to and use of various services and facilities provided by MASTER ASSOCIATION under the Governing Documents. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by this Declaration, he or she is subject to the Barathaven Master Declaration.

(c) Conflicts. The provisions of this Declaration shall be cumulative with the provisions of the Governing Documents; however, in the event of conflict between or among the provisions of this Declaration and other Governing Documents, the latter shall be superior to those of this Declaration. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are more restrictive than, but not in conflict with, those of MASTER ASSOCIATION.

2.2 Location. The Property is situated in the City of Dardenne Prairie, County of St. Charles, Missouri, and is comprised of land described in Exhibit A attached hereto.

2.3 Lots. The location and dimension of each Lot are depicted in the Plat.

2.4 Separate Lots. Each Lot constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed.

2.5 Common Ground. The Common Ground shall not be separately assessed or taxed.

2.6 Subdividing, Converting and Relocating Lot Boundaries. No more than one (1) Dwelling Unit shall be permitted on a single Lot. The subdivision, conversion or relocation of lot boundaries of a Lot by an Owner other than Declarant are expressly prohibited.

ARTICLE III

ASSOCIATION

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

3.1 Creation, Name. There shall be a homeowners association, the name of which shall be "Barathaven Residential Homeowners' Association" ("Association"), which shall be organized as a nonprofit corporation under Chapter 355, Mo. Rev. Stat., not later than the first conveyance of title

to a Unit.

3.2 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have two classes of voting memberships:

(a) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(a) Class B: The Class B member shall be the Declarant (including successor Declarant) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) December 31, 2020.

Membership in the Association at all times shall consist exclusively of all the Owners or, following termination hereof, of all former Owners entitled to distributions of proceeds, or their heirs, successors or assigns.

3.3 Management. The operation of the Community shall be vested in the Association.

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

3.5 Board of Directors. There shall be a Board of Directors ("Board") which shall act on behalf of the Association, except as expressly limited by this Declaration or the By-Laws. The Board shall be deemed to be the board of directors under the Missouri Nonprofit Corporation Act, Chapter 355 Mo. Rev. Stat. Except for Directors appointed by the Declarant during the Period of Declarant Control as set forth in subsection (b), the Board shall consist of Owners other than the Declarant. The number of Directors shall be set in the By-Laws, provided that the number shall not be less than three (3).

(a) **Qualifications of Directors.** Except for Directors appointed by Declarant, for the

purpose of serving as a Director, an Owner shall be current in payment of all assessments, shall not have any unresolved violation of the Governing Documents, and shall otherwise be in good standing with the Association. An Owner shall be deemed to include any officer, director or trustee of any corporate, partnership or trust Owner of a Lot as determined by a duly authorized notice to the Board from such Owner.

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

(1) During Period of Declarant Control. For the purposes of this Declaration, the term "Period of Declarant Control" means the period commencing on the date of recording of this Declaration until the earlier of (i) the date two (2) years after the date Declarant (including any successor Declarant) has ceased to offer any Unit for sale in the ordinary course of business, or (ii) the date upon which Declarant voluntarily transfers control of the Association other than to a successor Declarant, or (iii) the date sixty (60) days after Declarant has conveyed ninety-five percent (95%) of the Units which may be created to Owners other than Declarant or a successor Declarant.

The Declarant shall appoint the Directors during the Period of Declarant Control as provided herein. At the time the Association is organized, the Declarant shall appoint three (3) Directors who shall serve as the initial Board. At the next annual meeting after conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant, one (1) Director who is an Owner shall be elected to replace one (1) of the Directors appointed by Declarant.

(2) After the Period of Declarant Control. At the next annual meeting after conveyance of ninety-five percent (95%) of the Units to Owners other than Declarant, or such earlier date of expiration of the Period of Declarant Control as may occur under paragraph (b)(1) above, the Board shall call an annual or special meeting for the purpose of electing a Board of three (3) Directors. Notwithstanding any other provision herein to the contrary and from this election forward, at least one of the three Directors shall be an Owner of a Standard Lot and at least one of the three Directors shall be an Owner of a Villa Lot. The terms of all Directors on the initial Board, whether appointed or elected, shall be deemed terminated effective upon said election meeting; provided, however, that Declarant shall be entitled to serve as an additional Director *ex officio* so long as any of Declarant's rights under Article XI have not been fully exercised. The permanent Board shall serve as provided in the By-Laws.

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

3.6 Representation on Master Association. The Board shall designate one or more Directors to represent the Association with the Master Association on matters pertaining to the Community, as provided in the Barathaven Master Declaration.

3.7 Indemnification. Except as may be otherwise provided in the Nonprofit Corporation Act of Missouri and this Declaration, and except for their intentional acts, the members of the Association and Directors and officers of the Board, acting within their authority, shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their obligation to pay assessments as members of the Association and limited to the value of their Lot and Unit; provided, however, that an Owner may be liable for injury to persons or property to the extent and degree that the Owner contributed to such occurrence.

ARTICLE IV ASSOCIATION POWERS AND DUTIES

The Association is the entity responsible for governance and administration of the Community, for performance of certain maintenance responsibilities, enforcement of restrictions, and otherwise for implementation of this Declaration. The powers and duties of the Association, acting by and through the Board except for such matters reserved exclusively for the Owners, shall include those set forth in this Declaration. In addition, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Governing Documents. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon MASTER ASSOCIATION pursuant to the Governing Documents. The Association shall take no action in derogation of the rights of the MASTER ASSOCIATION.

The Association shall have the following powers:

4.1 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect assessments from the Owners on behalf of the Association, and to collect such assessments as may be imposed by Master Association for the performance of its responsibilities.

4.2 Manager. The power to employ and to terminate a Community manager as agent to carry out administrative duties of the Association, and such other persons deemed reasonable and necessary to carry out the Association's responsibilities.

4.3 Utility Easements. The power to establish, grant and dedicate easements for public utilities and other uses, including telecommunications services, in addition to any shown on the Plat, and leases, licenses and concessions in, over and through the Common Ground.

4.4 Contracting. The power to enter into contracts and make liabilities for the maintenance, management, administration, operation, repair, replacement and servicing of the

Property, the Community and the Association.

4.5 Rulemaking. The power to adopt and amend reasonable Rules, after notice and opportunity to comment for the Owners, and to require permits for particular use of the Common Ground, and to revoke same, for the maintenance and conservation of the Association and for the health, comfort and welfare of the Owners and to preserve and enhance the Property, and to implement the intent and purposes of the Governing Documents, all in the best interests of the Community as a whole. The Board may adopt reasonable guidelines, policies and procedures for maintenance of property and administration of the Association without such prior notice and opportunity to comment. All Owners, their families, tenants, occupants, guests and invitees, and Mortgagees, shall be subject to such Rules, guidelines, policies and procedures.

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

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

4.8 Access; Restoration. The power and irrevocable right of access to each Lot, Unit and Exclusive Use Area, at reasonable hours except in an emergency, and as may be necessary for the Association to perform its duties and other work thereunder, or to prevent damage to the Common Ground or to another Lot or Unit. In the event an Owner fails to maintain his Lot, Unit or Exclusive Use Area, the Board shall have the right of access to perform the work necessary to restore the Lot, Unit or Exclusive Use Area to good condition. The Association, its agents or employees shall not be deemed guilty or liable for any manner of trespass or any other act or any injury, abatement, or removal.

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

4.10 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board, including but not limited to liability insurance, directors' and officers' liability insurance, fidelity bond, workers' compensation, and such other coverage as deemed



appropriate by the Board, and the power to provide for the indemnification of the Board and its officers and the members of the Association..

4.11 Borrowing. The power to borrow funds, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments),

4.12 Conveyance of Common Ground. The power to convey or subject to a Security Interest property owned by the Association, including the Common Ground or portions thereof, provided that (i) the Declarant during the period of Declarant Control and (ii) Owners holding fifty percent (50%) or more of the voting power hereunder after the end of the Period of Declarant Control, approve such action, and the power to dedicate the streets to a public body.

4.13 Use Restrictions. The power to enforce within the Community, as provided in Article XII, the Initial Use Restrictions as contained in Exhibit B, attached hereto and incorporated by reference herein, and any additional restrictions that may be contained in this Declaration or adopted by the Association. All Owners and occupants shall be bound by said restrictions.

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

4.15 Limitations on Board. The Board shall not have any power to amend this Declaration (except as provided herein), or to terminate the Association or the Property, or to elect members of the Board or determine the qualifications, powers and duties or terms of office of Board members, except that the Board shall fill vacancies among its members as provided in the By-Laws.

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

4.17 Master Association. After the Period of Declarant Control the power to cast all votes as the sole members of the Master Association. The Board shall decide how to cast the votes under the Master Association for the Association without the necessity of a vote of the Members.

4.18 Collection of Master Association Assessments. The power to collect assessments under the Barathaven Master Declaration for the Master Association directly from Owners with all powers of collection, including without limitation lien rights, as for assessments hereunder.

4.19 Variances. The power in the Board's sole and absolute discretion, to grant variances from particular requirements or restrictions hereunder where strict enforcement would create a hardship.

ARTICLE V MAINTENANCE RESPONSIBILITIES AND ARCHITECTURAL DESIGN REVIEW

5.1 Association Responsibilities. To the extent not otherwise specifically provided by any government agency or MASTER ASSOCIATION, the Association shall have the following authority and duties with respect to the Common Ground and maintenance, repair and replacement of the Property and improvements thereon:

(a) Acquisition and Conveyance of Common Ground. Effective upon recording of this Declaration, Declarant hereby grants, bargains and conveys all right, title and interest in the Common Ground within the Property, as depicted on the Plat, in fee simple to the Association, subject to all rights reserved unto Declarant under this Declaration. The Association shall acquire, receive, hold, convey, dispose of and administer the Common Ground in accordance with and pursuant to the provisions of this Declaration. Upon Declarant's request, the Association shall cooperate with Declarant in the exercise of its rights under Article XI and, to facilitate such development, shall have the right, in its discretion, to adjust and reconfigure the Common Ground and to convey and exchange portions thereof to the Owners of adjoining Lots.

(b) Control of the Common Ground. The Association shall exercise such control over the Common Ground and easements, including streets and roads, sidewalks (except for those easements, streets and roads, and sidewalks which are now or may hereafter be dedicated to and accepted by public bodies or agencies), entrances and entrance markers, signs and lights, gates, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers and drainage facilities (including weir walls, wing walls, retention and/or detention basins and other structures, if any), sanitary sewer trunks and lateral lines, pipes, lawn sprinkler system, and disposal and treatment facilities constituting Common Ground as may be shown on the Plat, as it is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads, etc. by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Units.

(c) Maintenance. The Association shall maintain, repair and replace:

(1) All the Common Ground and improvements thereon, including but not limited to, walks, walls, fences, retention walls, grass, trees, shrubs, and stormwater sewers and drainage facilities (including retention and/or detention basins, if any) located on Common Ground, and private streets (if any), sidewalks, and private alleys; provided, however, that the Association shall not be obligated to maintain, repair or replace any of the foregoing to the extent such responsibility shall be undertaken and performed by any local government or MASTER ASSOCIATION; and

(2) The Association shall perform certain exterior maintenance upon each Villa Lot which are subject to assessment hereunder, as follows: repair, replace and maintain trees installed by Declarant (except those trees and shrubs installed by the Owners), shrubs, and grass. An Owner of a Villa Lot shall not have the right to apply a different color, paint/stain or quality (other than the same color or stain and quality as originally provided by Declarant) to doors, decks, patios or fences without prior written approval by the Association.

(3) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner or the Owner's family, guests, or invitees, the Association may correct the condition and, in such event, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which Owner is subject hereunder.

(4) The Directors shall provide snow removal upon the driveways, city walks and front sidewalks leading to a Unit on Villa Lots and front stoops on Villa Lots.

(5) The Association shall not be responsible for maintaining, repairing or replacing any portion of Units which shall be the responsibility of the Owners.

5.2 Owner Responsibilities. Each Owner shall maintain, repair, insure and replace all portions of his Lot, Unit and Exclusive Use Area not maintained by the Association.

5.3 Alterations. No Owner shall make any alterations to his Lot, the exterior of his Unit or Exclusive Use Area, or Common Ground without first obtaining approval under Section 9.1 hereof. Each Owner, at his own expense, shall be responsible for the maintenance, repair and replacement of any such alteration, decoration, addition, removal or change, whether or not approval therefor was properly obtained.

5.4 Permitted Unit Modifications. An Owner may make any additions, alterations, modifications or improvements to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Unit or building in which the Unit is located.

5.5 Failure to Maintain. In the event an Owner fails to fulfill any responsibility set forth

in this Article, or causes damage to the exterior of his Lot, Unit or Exclusive Use Area or any property of another Owner or the Common Ground, and fails to take appropriate corrective measures, the Board may, in its discretion, notify the Owner of the particular condition and prescribe an appropriate corrective measure and reasonable schedule for completion of the corrective work. In the event the Owner fails to comply with said notice, the Board, after notice and opportunity to be heard, may effect the corrective measures and assess all costs and expenses against the defaulting Owner, which shall be collectable as assessments.

ARTICLE VI ALLOCATED INTERESTS

6.1 Allocated Interests. The allocated interests in the Association are as follows:

(a) Each Owner shall own his Lot and Unit and other improvements thereon, and shall have the exclusive right to use his Lot, Unit, and Exclusive Use Area, and any other appurtenances located on his Lot, and have the nonexclusive right to use the Common Ground. Said rights to use shall be subject to Article IX (“Architectural Review”) and Exhibit B (Initial Use Restrictions) hereof and other provisions of the Governing Documents.

(b) Each Owner’s responsibility for Common Expenses (“Common Expense Liability”) shall be allocated on the basis of equality to all Owners, except as provided in Section 6.2.

(c) Each Owner’s vote in the Association for all purposes shall be allocated on an equal basis, i.e., the Owner of each Lot having one vote.

6.2 Common Expense Assessments Affecting Fewer Than All the Lots.

Notwithstanding the allocation for Common Expense Liability stated in Section 6.1(b),

(a) Any Common Expense, or portion thereof, which benefits only the Villa Lots shall be assessed exclusively against the Villa Lots, equally and any other Common Expense which benefits fewer than all of the Lots, may be assessed exclusively against the Lots benefited, equally or on any basis deemed equitable by the Board under the circumstances, pursuant to such Rules as adopted by the Board.

(b) Any Common Expense associated with an Owner’s failure under Section 5.5 to maintain, repair or replace an Exclusive Use Area may, in the Board’s discretion, be assessed against the Unit(s) benefited, equally or on any other basis deemed equitable by the Board.

(c) Any Common Expense, or a portion thereof, the cost of which is separately metered

per each Lot, may be charged, passed through, or directly billed to each Lot.

(d) Any Common Expense for services provided by the Association to an individual Lot or Unit at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service.

(e) Any insurance premium increase attributable to a particular Lot or Unit by virtue of the Owner's activities or construction, or insurance deductible in connection with a covered loss at a particular Lot or Unit, shall be assessed against such Lot.

(f) Fees, charges, expenses, late charges, fines, collection costs, interest, reasonable attorney's fees and court costs and other expenses of litigation, charged against an Owner pursuant to the Governing Documents, are enforceable as an assessment under Article VII.

(g) A judgment against the Association shall be enforceable solely against the assets of the Association; no Owner shall be individually liable for such a judgment. Assessments to pay such a judgment, if imposed by the Association, shall be made only against the Owners of the Association at the time the judgment was entered, in proportion to their Common Expense Liability, limited to the value of their Lot and Unit.

(h) Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any person, any other Lot, Unit or Exclusive Use Area, or to the Common Grounds intentionally, negligently or by his failure to properly maintain, repair or make replacements as required.

ARTICLE VII COMMON EXPENSE ASSESSMENTS

7.1 Authority. The Association shall determine the amount of assessments and Common Expenses of the Association. An Owner, while he is Owner of a Lot, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at a judicial sale, shall be liable for all assessments coming due that are imposed by the Association and, in addition, shall be liable for all assessments coming due that are imposed by the Master Association under the Barathaven Master Declaration, which the Association is hereby authorized to collect on behalf of Master Association. The Association may collect assessments under the Barathaven Master Declaration directly or may pay such assessments and include such expense as a Common Expense hereunder.

7.2 Assessment for Common Expenses. An annual assessment shall be made based upon a budget adopted at least annually by the Association. A separate additional annual and/or monthly assessment on Villa Lots shall be made based on a separate budget for expense items unique to Villa Lots and as proceeds of such additional assessments for Villa Lots shall be separately accounted for and shall be used solely for maintenance and other expenses for Villa Lots. In



addition, for the purposes of creating a working capital fund, each purchaser on original sale shall pay an amount equal to \$500.00 for Standard Lots and \$500.00 for Villa Lots. The contribution shall be paid at the earlier of closing of sale of the Unit or the date of termination of the Declarant Control Period. The contributions to this fund are in addition to the regular monthly installments of Assessments, and shall not be credited against any Assessment. The funds shall be used for operating expenses of the Association. Upon the closing of the sale of an unsold Unit, Declarant may reimburse itself from funds collected from the purchaser at the closing for any contributions made by Declarant to the working capital fund with respect to that Unit.

7.3 Preparation and Adoption of Budget. The Association's annual budget shall include all Common Expenses reasonable and necessary for governance, administration and operation of the Association, and include any assessments imposed by MASTER ASSOCIATION which are to be collected by the Association. The By-Laws may specify the procedures to be utilized in preparing and adopting the budget.

7.4 Budgeting for Reserves. The Board may prepare and review a reserve budget for the Common Ground. The budgets may take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

7.5 Special Assessments. In addition to other Common Expenses, budget shortfalls, or unanticipated Common Expenses, and capital improvements to Common Ground, the Association may levy "Special Assessments" to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Units if such Special Assessment is for expenses associated with a particular Unit or Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

7.6 Specific Assessments. The Association shall have the power to levy "Specific Assessments" against a particular Unit as follows:

- (a) to cover the costs, including overhead and administrative costs of providing services to Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and
- (b) to cover costs incurred in bringing the Unit into compliance with the Governing

Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice before levying any Specific Assessment under this subsection (b).

7.7 Certificate of Payment of Common Expense Assessments. The Association, upon written request, shall furnish to an Owner a statement of the amount of unpaid assessments against the Lot promptly after receipt of such request.

7.8 Payment of Common Expense Assessment. Assessments shall be due and payable in equal monthly installments or such other less frequent periodic basis as the Board may determine, except as may be provided in connection with special assessments.

7.9 Accounting and Shortages. Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for Common Expenses, reserves for contingencies and for long term repair and replacement, may be paid to the Owners in proportion to their Common Expense Liability, credited to them to reduce their future Common Expense assessments, or added to the Association's reserve account.

7.10 Personal Liability of Owners. The Owner at the time an assessment or portion thereof is due and payable, or fine imposed against the Owner, is personally liable for such assessment or fine, together with such charges as may be imposed hereunder. If an assessment is payable in installments, the full amount of the assessment may be accelerated. Personal liability for said assessment or fine shall not pass to successor in title to the Lot unless he agrees in writing to assume the obligation.

7.11 No Waiver of Liability. The liability for an assessment shall be an independent and affirmative covenant and may not be avoided by a waiver of the use or enjoyment of the Common Ground or services, or by abandonment of the Lot or Unit against which the assessment was made, or by reliance upon assertion of any claim against the Declarant, Board, Association, another Owner, or against any third party.

7.12 Interest and Late Fees. Assessments and installments thereof shall bear interest from the due date until paid, at the rate of twelve percent (12%) per annum, or at other rate adopted by Resolution of the Board not exceeding the legal limit. If an Owner fails to pay any assessment or installment thereof for ten (10) days from the date due, the Board shall charge a late fee in the sum of Twenty-Five Dollars (\$25.00) per month or any other reasonable amount which the Board may adopt by Resolution. The Board may adopt and enforce such other reasonable charges as appropriate to



recover processing and administrative costs. The interest shall be calculated as simple interest and not be compounded and shall not be charged against late fees. The Board may adopt and enforce such Rules and other reasonable charges as appropriate for the efficient and effective collection of assessments.

7.13 Lien for Assessments.

(a) In addition to each Owner's personal liability for assessments under Section 7.10 above, the Association has a lien against a Lot for any assessment imposed upon the Owner of such Lots under this Declaration, and any assessment imposed by Master Association to the extent the collection of such assessment is the obligation of the Association, from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Governing Documents, and reasonable attorney's fees, are enforceable as assessments under this Article. If an assessment is payable in installments, the full amount of the assessment shall be included in the lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before this Declaration, (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).

(c) A notice of the Association's lien for assessments shall be recorded in the St. Charles County Office of Recorder of Deeds.

(d) Omitted.

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

(f) The Association's lien may be foreclosed by publication in a manner as a mortgage on real estate or power of sale under Chapter 443, Mo. Rev. Stat.

(g) In the case of any foreclosure of the Association's lien, the Association shall give reasonable notice of its action to each lien holder of a Lot whose interest would be affected.

7.14 Costs and Attorney's Fees. A judgment or decree in any action brought under this Article shall include court costs, expenses and reasonable attorney's fees and paralegal expenses for the prevailing party.

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

7.16 Application of Payments. Any payments received by the Association in discharge of an Owner's obligation may be applied to all costs, expenses, fees and interest, and then to the oldest balance due.

7.17 Exemptions. The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All Common Ground;
- (b) All properties exempted from taxation under the laws of the State of Missouri; and
- (c) All Lots owned by Declarant (and successor Declarants) until occupied or until title is conveyed to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development, construction of Units, or resale).

7.18 Priority of Mortgages. Nothing contained in this Article VII shall abridge or limit the rights of responsibilities of Mortgagees as set forth in the Governing Documents.

ARTICLE VIII EASEMENTS

8.1 Encroachment. Through construction, settlement or shifting, should any part of a Unit, deck, balcony, patio, porch or fence encroach upon the Common Ground or upon any other Lot, perpetual 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 of the encroaching property; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner.

8.2 Easement Appurtenant. Perpetual easements are hereby established, running with the land, appurtenant to all Lots and Units, for use by the Owners thereof, their families, guests, and invitees, of the Common Ground. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy any Exclusive Use Area appurtenant to or part of the Unit, should there be any encroachment on the Common Ground on any other Lot. Each Unit is further granted access to other Units as may be required to install, maintain, and remove utility and telecommunication transmission lines and similar services for the Unit.

8.3 Easements in Gross. The Property shall be subject to a perpetual easement in gross



to the Association for ingress and egress, to perform its obligations and duties as required by this Declaration and other acts allowed hereunder. The Property shall also be subject to a perpetual easement in gross to MASTER ASSOCIATION, pursuant to the Governing Documents, for ingress and egress, for said master associations to perform their obligations and duties under the Governing Documents, including but not limited to maintenance of greenspace and stormwater drainage.

8.4 Driveway, Walkway and Utility Easements. Easements as shown on the recorded Plat are established and dedicated for roadways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, cable television lines, telephone wires and equipment and electrical conduits and wires over, under, along and on the Lots and Common Ground.

8.5 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, Mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE IX ARCHITECTURAL CONTROL

9.1 Alterations and Improvements. From and after such time as a Lot becomes subject to assessment as provided herein, no building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three inch or greater caliper or any change in grade or slope of any Lot be made, until all plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location of the same entrances and driveways, and configuration of all improvements upon said Lot shall have been submitted to and approved by the Board. All decisions rendered by the Board shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant. With respect to architectural approvals, the Board, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Board. All requests for approval submitted to the Board shall be deemed automatically approved if no response is given within sixty (60) days of making

submissions. The Owner shall bear the responsibility for the maintenance of any Owner constructed improvement authorized under this Article IX.

9.2 Common Ground. A Lot Owner may not change the appearance of the improvements within or upon the Common Ground.

9.3 Insurance Increases. All additions, alterations and improvements to the Lots and Common Ground shall not, except pursuant to prior approval of the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

ARTICLE X MORTGAGEE PROVISIONS

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

10.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more Security Interests against his Lot.

10.2 Notice of Actions. The Association shall give timely written notice to each Eligible Mortgagee of:

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

(b) Any delinquency in the payment of assessments or charges owed by an Owner whose Lot is subject to a Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of sixty (60) days, or any other violation of the Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days;

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

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

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

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

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

10.6 Construction of This Article. Nothing in this Article shall be construed to reduce the percentage vote that shall otherwise be obtained under the Declaration or By-Laws for any of the actions set out in this Article.

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

10.8 Financial Statements. The Association shall provide any holder of a Security Interest which submits a written request with a copy of the annual financial statement, and may impose a reasonable charge for each statement furnished.

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

10.10 Right to Cure Default. If any Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Owner's interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have all rights to recover same as provided hereunder. The holder of a Security Interest against any Unit shall give notice of default under such Security Interest to the Association at

the same time as such notice is given to the defaulting Owner. The foregoing shall not be construed to require the holder of a Security Interest to receive permission from the Association to foreclose the lien of such Security Interest.

ARTICLE XI DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

11.1 Development Rights. Declarant reserves the right, but not the obligation, for a period of seven (7) years following the date of recording this Declaration or for as long as Declarant owns a Lot, whichever is longer, as follows:

- (a) To amend the Declaration, Plat and exhibits thereto, without further approval, to reflect any changes in the location, elevations, measurements or dimensions and to correct any error in any recorded Declaration or Plat;
- (b) To withdraw any portion of a parcel of real estate (provided that no Unit within said parcel has been conveyed to an Owner than Declarant) from this Declaration and to add any parcel of real estate to this Declaration in which case the added parcel shall become part of the Property and the owner of such parcel shall become an Owner hereunder for all purposes hereof and such added parcel or portions thereof shall be designated by Declarant as Standard Lots, Villa Lots and/or Common Ground.;
- (c) To change the number of Units and amend the Allocated Interests to each;
- (d) To create Units, Common Ground, Exclusive Use Areas, and to convert Lots or portions of Lots into Common Ground within any parcel added to the Association; and
- (e) To enter into, create, reserve, or grant easements for utilities including but not limited to gas, electric, water, sewer, telecommunications, and access to such easements for the benefit of the Property.

Said Development Rights may be exercised with respect to different parcels added pursuant to this Section at different times. Declarant makes no assurances with respect to the development of said additional parcels, including, but not limited to whether the Declarant will exercise the right to develop the Units created by this Declaration in subsequent phases, which are subject to these Development Rights or the order in which the development will occur.

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

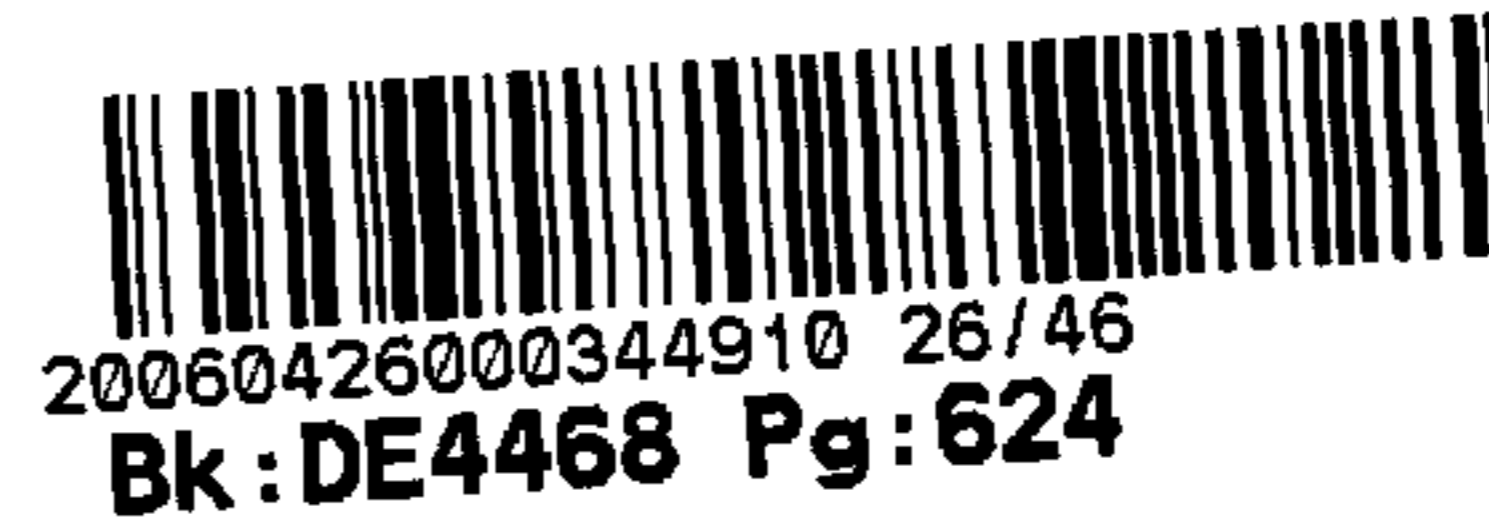
- (a) To complete improvements indicated on the Plat;
- (b) To exercise any Development Rights reserved in Section 11.1, and to use easements across the Common Ground for the purpose of making improvements within the Property or within any parcel of real estate that may be added to the Property;
- (c) To erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of promoting the sale of Units in the Property;
- (d) To maintain Units as sales, models, management, business and construction offices;
- (e) To maintain and locate construction trailers and construction tools and equipment within the Property; and
- (f) To appoint or remove any member of the Board during the Period of Declarant Control as set forth in Section 3.5.

11.3 Transfer of Rights. The Declarant may transfer, assign or convey any and all rights contained in this Article to a successor declarant in a written instrument describing the affected rights and the respective responsibilities of Declarant and the successor declarant.

ARTICLE XII RELIEF AND REMEDIES

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

- (a) the Association's position lacks sufficient strength to justify taking any or further action; or
- (b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (d) that it is not in the best interests of the Association or the Community as a whole, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.



(e) to grant a variance from a particular requirement when such enforcement would constitute a hardship.

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

The Association, by contract or other agreement, may enforce applicable local governmental ordinances, and permit the City of Dardenne Prairie or St. Charles County to enforce ordinances within the Property for the benefit of the Association and its members.

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

12.3 Alternative Dispute Resolution. Declarant, the Association and its officers, Directors, and committee members, all Owners and all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit with respect to any claim described in this Section 12.3 unless and until it has first submitted such claim to the alternative dispute resolution procedures as set forth in Section 12.4 hereof. As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to: (i) the interpretation, application, or enforcement of the Governing Documents; (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or (iii) the design or construction of improvements within the Residential Property, other than matters of aesthetic judgment under Article IX, which shall not be subject to review. However, the following shall not be considered "Claims", unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.4: (i) any suit by the Association to collect assessments or other amounts due from any Owner; (ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two

of this Declaration (relating to creation and maintenance of community standards); (iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; (iv) any suit in which any indispensable party is not a Bound Party; and (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 12.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

12.4 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent’s role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant’s proposed resolution or remedy; and

(iv) the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in Section 12.4 (or within such other period as the parties may agree upon), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the St. Charles County area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys fees, and each Party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one noncomplying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

12.5. Initiation of Litigation by Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Voting Members entitled to cast 75% ~of the total Class "A" votes in the Association, except that no such approval shall be required for actions or proceedings:

- (a) initiated after the Period of Declarant Control has expired;
- (b) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;
- (c) initiated to challenge *ad valorem* taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

ARTICLE XIII

AMENDMENTS TO DECLARATION

13.1 General. Subject to Article XI, and as otherwise provided herein, this Declaration, including the Plat, may be amended only by vote or agreement of the majority of Owners of Units to which votes in the Association are allocated voting at any meeting which is attended by a quorum of such Owners. A quorum of Owners shall be thirty percent (30%) of the Owners. No such amendment shall conflict with the Barathaven Master Declaration, or reduce or modify the obligation of the Association with respect to maintenance or the power to levy assessments therefor, or to eliminate the requirement that there be an Association and Board unless adequate substitution is made, without the written consent of the Director of Planning of the City of Dardenne Prairie. The By-Laws may be amended as provided in Section 14.7 of this Declaration.

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

13.3 Recordation of Amendments. Each amendment to this Declaration shall be recorded in St. Charles County and the amendment is effective upon recording.

13.4 Execution of Amendments. Each amendment must be executed, certified and recorded on behalf of the Association by officers of the Association designated in the By-Laws for that purpose or, in the absence of designation, executed by the President and certified by the Secretary.

13.5 Board Amendments. Notwithstanding anything to the contrary, Subject to Section 11.1, the Board is authorized to amend this Declaration, without further approval, to correct drafting errors or to bring the Association and Documents into compliance with law and/or conditions imposed by lenders providing government-insured or guaranteed loans or to make this Declaration more consistent with the Governing Documents.

13.6 Declarant Amendments. During the Period of Declarant Control, Declarant may amend this Declaration for any purpose without any vote or approval of Owners or the Board.

ARTICLE XIV GENERAL PROVISIONS

14.1 Validity.



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

(b) **Rule Against Perpetuities.** The rule against perpetuities shall not be applied to defeat any provision of this Declaration or the By-Laws. Any interest in real property which may vest at any time in the future as a result of this Declaration shall vest, if at all, within twenty-one years of the death of the last to survive of the now living descendants of George H. W. Bush, 41st president of the United States of America, or such longer vesting period as is allowed by law.

(c) **Compliance With Nonprofit Corporation Act.** The Declaration and By-Laws are intended to comply with the requirements of Chapter 355, Mo. Rev. Stat., the Nonprofit Corporation Act of the State of Missouri. In the event of any conflict between any provisions of the Declaration or By-Laws and any provisions of Chapter 355, the provisions of Chapter 355 shall govern.

14.2 Construction. The provisions of the Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

14.3 Captions. The captions contained in this Declaration and the By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Indenture nor the intent of any provision thereof.

14.4 Condemnation. The provisions of this Section shall apply in the event it becomes necessary for any public agency to acquire any part of the Property for public purpose:

(a) **Acquisition of Common Ground.** In the event Common Ground is acquired by eminent domain, only the Association needs be made a party, and the Board is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. The proceeds received shall be held by the Association for the benefit of its members.

(b) **Acquisition of a Unit.** If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Owner for his Unit and its allocated interests, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Board shall promptly prepare, execute and record an amendment to the Indenture reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this

subsection is thereafter part of the Common Ground.

(c) Reallocations. Except as provided in subsection (b), if a part of a Unit is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Unit and its interest in the Common Ground, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in this Declaration, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

(d) Recording of Decrees. The court decree shall be recorded in the St. Charles County Recorder of Deeds Office.

14.5 Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with the land and bind the Property until the Property is terminated or sold, or taken by eminent domain.

14.6 Duration. The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Board and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3) of each class of members entitled to vote at a meeting of the members, or the consent given in writing by members holding at least eighty-percent (80%) of the voting power hereof, may terminate the Declaration or release all of the Property restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Charles County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Ground to the then Lot Owners as tenants in common, and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Ground, and no interest in the Common Ground shall



be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Ground although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Board shall be abrogated.

14.7 By-Laws. The administration of the Association shall be governed by the By-Laws of the Association which shall at all times contain the minimum requirements of Chapter 355, RSMo., and need not be recorded. The By-Laws may be amended as follows:

(a) By Declarant. During the Period of Declarant Control, Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws at any time to (1) bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination, (2) enable any reputable title insurance company to issue title insurance coverage on the Units, or (3) enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

(b) By the Board. Except as provided in subsection (a) above, the By-Laws may be amended at any time by the Board, with consent as follows: (1) of the Declarant, if such amendment is made during the Period of Declarant Control, and (2) with ratification by the members of the Association at a meeting called for such purpose, with notice of the meeting to include a copy of the proposed amendment, and unless at that meeting the proposed amendment is rejected by a majority of all the members, the amendment is ratified, whether or not a quorum is present.

(c) By the Members. Except as provided in subsection (a) above, the By-Laws may be amended by a majority of all the members of the Association at any regular or special meeting duly called for said purpose. A copy of any proposed amendment shall be furnished with the notice of the meeting to all members. If any such amendment be proposed during the Period of Declarant Control, approval of the Declarant shall be required.

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

(e) **Declarant Rights.** No amendment may remove, revoke, or modify any right or privilege of the Declarant.

14.8 Waiver. No provision contained in this Declaration or the By-Laws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. The Board shall not be held responsible for breach of duty in the event the Board, pursuant to Section 12.1, elects to waive the enforcement of strict compliance with the Documents.

14.9 Governmental Compliance. Notwithstanding any conditions herein, the Board shall make suitable provisions for compliance with all applicable Ordinances of the City of Dardenne Prairie and St. Charles County or their successors, or such other municipality or county of which the Property may become a part, and for such purposes it shall not be limited to any maximum assessment.

14.10 Persons Bound by the Documents. All Owners, and their families, tenants, guests and invitees, and Mortgagees, are bound by and shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by each such person. All provisions of the Documents recorded in the Office of Recorder of Deeds of St. Charles County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

14.11 Effective Date. This Declaration shall be effective upon its recordation in the official records of the Recorder of Deeds of St. Charles County, Missouri.

14.12 Indemnification of Officers, Directors and Others. Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat., as may be amended, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and

committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

14.13. Safety and Security. Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security of persons and property located therein. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Gates and fences are intended for privacy and should not be relied upon for personal safety or security. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Unit that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within the Residential Property assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

14.14 Lights and Noise. A school may be constructed and developed nearby the Community ("School") and upon any school site and/or on park land within or nearby the Community, certain athletic fields and facilities for other outdoor activities may be constructed and operated. Lights from sporting events and practices and other events may shine on or be visible from Lots within the Community or other areas of the Community and from time to time noise from crowds, loudspeaker systems and bands or other functions may be audible on the Lots within the Community and elsewhere in the Community. Certain athletic fields which may be constructed and utilized by the School and located on the school site and/or park land within or nearby the Community shall, if constructed, be subject to priority usage by the School. Each Owner shall release, indemnify, defend and hold harmless Declarant and its officers, affiliates, successor Declarants, employees, successors and assigns from and against any claim, cost, demand, expense, damage and/or liability arising from or resulting from any of the facts or circumstances disclosed above.



14.15 CID Disclosure. Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), the BaratHaven Community Improvement District (the "CID") has or shall make certain improvements in and around the Community in furtherance of the development of the Property (the "Improvements"). In accordance with the CID Act, the CID is authorized to impose a real property tax at the rate of not less than \$0.8555 but not more than \$1.0000 per \$100 assessed valuation on all real property within the Community (the CID Property Tax"), which CID Property Tax shall be levied against all real property within the Community on an annual basis until the costs of the Improvements are paid. The CID Property Tax shall be due and payable on or before December 31 of each year commencing in 2006. The CID Property Tax shall be paid annually for a period of forty (40) years or until the costs of the Improvements are paid, whichever is sooner. All Owners agree to pay on an annual basis all CID Property Taxes levied against the Lot owned by such Owner on or before the date such CID Property Taxes are due. Failure to pay the CID Property Taxes shall result in a lien being placed on the respective Lot. Each Owner waives the right, in accordance with the CID Act, to file suit to set aside the CID Property Tax or otherwise question the validity of the proceedings relating thereto.

14.16 Detention Basin and Swale Restriction Disclosure. The wet extended detention basins and swales located or to be located on Common Ground ("Restricted Property") shall be restricted for the perpetual use as water quality treatment structures in accordance with Section 401 Water Quality Certification permit number CES000736 issued to Declarant or its affiliate. Maintenance and upkeep of the wet extended detention basin shall be implemented by the Board. Declarant and the Board do hereby agree to allow the Missouri Department of Natural Resources the right to enter the Restricted Property at all reasonable times for the purpose of inspecting the Restricted Property to determine if the Board is complying with the conditions and purposes of this Section.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

BARATHAVEN DEVELOPMENT, LLC
a Missouri limited liability company

BY: Vantage Development Co.
Managing Member


BY: 
Chris Matteo, Vice President



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

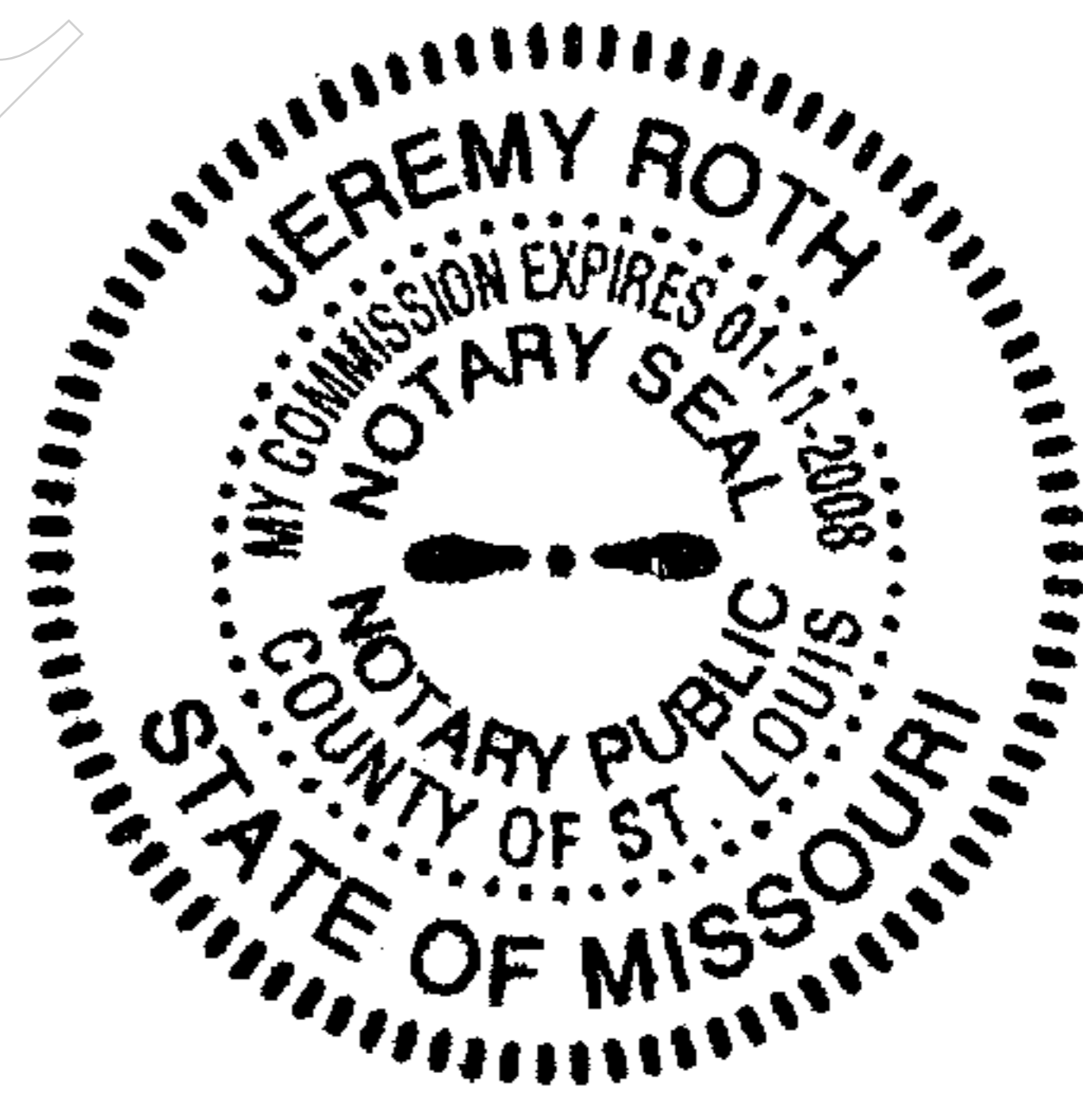
On this 21 day of April, 2006, before me appeared Chris Matteo, Sr., to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of Vantage Development Co., a Missouri corporation, Managing Member of Barathaven Development, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and that said Chris Matteo acknowledged said instrument to be his 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.



Notary Public

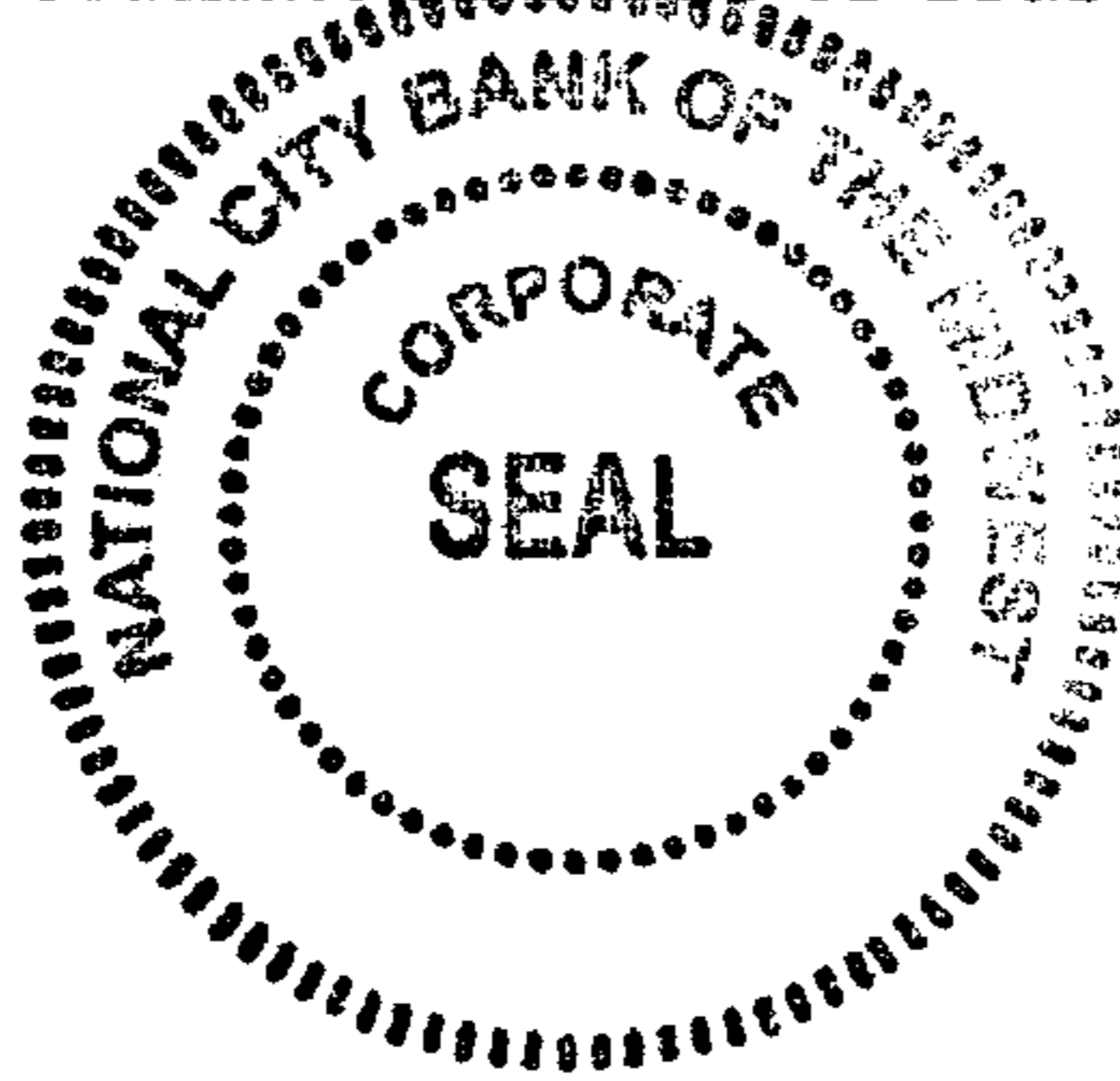
My Commission Expires: 01-11-08



UNOFFICIAL

LENDER CONSENT

The undersigned, NATIONAL CITY BANK OF THE ^{MIDWEST}, holder of a Deed of Trust on the Properties described in the foregoing instrument, which Deed of Trust is recorded in Book 3817, Page 524 of the Office of the Recorder of Deeds for St. Charles County, Missouri, does hereby consent to and subordinate its Deed of Trust, as modified, to the foregoing instrument.



NATIONAL CITY BANK OF THE MIDWEST

By: Craig Schriener, VP
Authorized Agent

Dated: 4/24/06

State of Missouri)
) ss.
County of St. Louis)

On this 24th day of April, 2006, before me personally appeared Craig Schriener, to me personally known, who, being by me duly sworn, did state that he/she is the Vice President of (Bank), organized under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Vice President

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

JOSH BRENKER
Notary Public — Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: May 21, 2007

Notary Public

My Commission Expires: 5-21-07

Its: Corporate Banking Officer [SEAL]

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

RESIDENTIAL AREA 2 – South of Old Dardenne Creek

03-1289

December 22, 2005

JQP

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

BEGINNING at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 feet to a point; thence North 26 degrees 24 minutes 19 seconds West, 103.54 feet to a point; thence North 44 degrees 59 minutes 34 seconds East, 129.88 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 22 degrees 22 minutes 22 seconds East, a radial distance of 52.00 feet; thence northwesterly along the arc, through a central angle of 22 degrees 37 minutes 12 seconds, a distance of 20.53 feet; thence South 44 degrees 59 minutes 34 seconds West, 119.15 feet to a point; thence North 26 degrees 24 minutes 19 seconds West, 177.07 feet to a point; thence North 25 degrees 07 minutes 51 seconds East, 156.08 feet to a point; thence North 38 degrees 16 minutes 53 seconds East, 109.35 feet to a point; thence North 66 degrees 08 minutes 09 seconds East, 294.20 feet to a point; thence North 23 degrees 51 minutes 51 seconds West, 8.12 feet to a point; thence North 54 degrees 11 minutes 50 seconds East, 160.74 feet to a point; thence North 82 degrees 47 minutes 59 seconds East, 147.77 feet to a point; thence South 69 degrees 52 minutes 11 seconds East, 90.27 feet to a point; thence South 81 degrees 34 minutes 02 seconds East, 203.75 feet to a point; thence South 40 degrees 07 minutes 33 seconds East, 15.59 feet to a point; thence North 49 degrees 52 minutes 27 seconds East, 498.65 feet to a point; thence North 71 degrees 49 minutes 33 seconds East, 177.77 feet to a point; thence South 23 degrees 36 minutes 43 seconds East, 37.05 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 79 degrees 07 minutes 45 seconds East, a radial distance of 521.91 feet; thence southerly along the arc, through a central angle of 05 degrees 57 minutes 19 seconds, a distance of 54.25 feet; thence South 16 degrees 49 minutes 34 seconds East, 162.70 feet to a point; thence North 49 degrees 52 minutes 27 seconds East, 16.35 feet to a point; thence South 16 degrees 47 minutes 29 seconds East, 21.76 feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 10.89 feet to a point; thence South 16 degrees 47 minutes 29 seconds East, 27.23 feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 213.62 feet to a point; thence North 40 degrees 07 minutes 33 seconds West, 25.00 feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 642.21 feet to a point; thence South 27 degrees 27 minutes 27 seconds East, 206.28 feet to a point; thence South 36 degrees 02 minutes 30 seconds East, 263.24 feet to a point; thence South 63 degrees 39 minutes 05 seconds West, 532.09 feet to a point; thence North 26 degrees 44 minutes 40



seconds West, 627.28 feet to the POINT OF BEGINNING containing 22.33 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of December, 2005.

LEGAL DESCRIPTION

RESIDENTIAL AREA 1 – North of Old Dardenne Creek

03-1289

December 22, 2005

JQP

A tract of land being part of U.S. Surveys 1641 and 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 45 degrees 41 minutes 18 seconds East, a radial distance of 17,108.76 feet; thence northwesterly along the arc, through a central angle of 00 degrees 39 minutes 55 seconds, a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 46 degrees 21 minutes 12 seconds East, a radial distance of 17,138.76 feet; thence northwesterly along the arc, through a central angle of 02 degrees 04 minutes 55 seconds, a distance of 622.79 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 11 degrees 37 minutes 35 seconds West, a radial distance of 45.00 feet; thence northeasterly along the arc, through a central angle of 30 degrees 25 minutes 26 seconds, a distance of 23.89 feet; thence North 47 degrees 56 minutes 59 seconds East, 305.01 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 27 degrees 47 minutes 46 seconds; thence northeasterly along the arc a distance of 288.65 feet to the end of the curve, said point being the POINT OF BEGINNING; thence North 00 degrees 46 minutes 02 seconds East, 159.36 feet to a point; thence North 73 degrees 41 minutes 55 seconds West, 131.84 feet to a point; thence North 47 degrees 13 minutes 13 seconds West, 126.23 feet to a point; thence North 32 degrees 28 minutes 00 seconds West, 126.23 feet to a point; thence North 00 degrees 46 minutes 02

seconds East, 879.29 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 20.00 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 102.77 feet to a point; thence North 21 degrees 13 minutes 13 seconds East, 207.94 feet to a point; thence North 43 degrees 57 minutes 54 seconds East, 208.11 feet to a point; thence North 59 degrees 46 minutes 37 seconds East, 104.29 feet to a point; thence North 75 degrees 05 minutes 19 seconds East, 208.13 feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 666.75 feet to a point; thence South 77 degrees 07 minutes 33 seconds East, 162.16 feet to a point; thence South 48 degrees 54 minutes 53 seconds East, 95.38 feet to a point; thence South 36 degrees 16 minutes 04 seconds East, 91.89 feet to a point; thence South 14 degrees 04 minutes 55 seconds East, 16.35 feet to a point; thence North 87 degrees 32 minutes 17 seconds East, 124.45 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 87 degrees 32 minutes 17 seconds East, a radial distance of 52.00 feet; thence northerly along the arc, through a central angle of 21 degrees 30 minutes 40 seconds, a distance of 19.52 feet; thence North 70 degrees 57 minutes 04 seconds West, 120.04 feet to a point; thence North 20 degrees 14 minutes 28 seconds East, 73.58 feet to a point; thence North 64 degrees 31 minutes 48 seconds East, 107.54 feet to a point; thence North 89 degrees 09 minutes 13 seconds East, 66.58 feet to a point; thence South 71 degrees 40 minutes 45 seconds East, 44.69 feet to a point; thence South 78 degrees 46 minutes 06 seconds East, 94.73 feet to a point; thence South 83 degrees 24 minutes 15 seconds East, 263.33 feet to a point; thence South 73 degrees 35 minutes 18 seconds East, 279.65 feet to a point; thence South 59 degrees 32 minutes 36 seconds East, 219.09 feet to a point; thence South 30 degrees 27 minutes 24 seconds West, 3.53 feet to a point of curve to the right having a radius of 400.50 feet and a central angle of 66 degrees 12 minutes 41 seconds; thence southwesterly along the arc a distance of 462.82 feet to a point of reverse curve to the left having a radius of 439.50 feet and a central angle of 30 degrees 34 minutes 59 seconds; thence westerly along the arc, a distance of 234.59 feet; thence South 66 degrees 05 minutes 06 seconds West, 316.01 feet to a point of curve to the left having a radius of 595.00 feet and a central angle of 37 degrees 52 minutes 09 seconds; thence southwesterly along the arc a distance of 393.26 feet; thence South 28 degrees 12 minutes 56 seconds West, 600.12 feet to a point of curve to the right having a radius of 400.50 feet and a central angle of 33 degrees 56 minutes 42 seconds; thence southwesterly along the arc a distance of 237.27 feet; thence South 62 degrees 09 minutes 38 seconds West, 224.00 feet to a point of curve to the right having a radius of 400.50 feet and a central angle of 31 degrees 48 minutes 01 seconds; thence westerly along the arc a distance of 222.23 feet to a point of reverse curve to the left having a radius of 595.00 feet and a central angle of 18 degrees 12 minutes 54 seconds; thence westerly along the arc, a distance of 189.16 feet to the POINT OF BEGINNING containing 58.36 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of December, 2005.

EXHIBIT B INITIAL USE RESTRICTIONS

The following restrictions shall apply to all portions of the Property, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(1) 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. No residence, other than one Dwelling Unit, may be constructed on each Lot.

(2) 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 successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(3) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(4) Each Owner shall maintain and keep his Lot in good order and repair subject to the Association's election to maintain any Villa Lot or improvement thereon.

(5) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Property, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums 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.

(6) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or by a successor builder-developers in connection with the development of the Property and the sale, rental, and/or construction of improvements on the Lots.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, shacks or structures whether of temporary character or

not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Property.

(8) No clothesline, and no above-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property, and no inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property without the prior written approval of the Board.

(9) (a) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Board as to location, material and height, and the decision of the Board to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Ground or (ii) affect or limit the rights of Declarant to erect privacy fences. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.

(b) The Board's review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Board that strict adherence to such standards and requirements would (x) create an undue hardship on applicant; and (y) approval would be in the best interests of the subdivision, in which case the Board is authorized to approve fencing which does not strictly conform to the requirements herein.

(i) Maximum height of 48" for full perimeter fencing.

(ii) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Board.

(iii) All fencing shall be:

(x) Wrought iron or aluminum simulated wrought iron; or

(y) Picket style made of white or off white vinyl or another color of vinyl approved by the Board in writing.



materials: (iv) All fencing shall be made only of the following

wrought iron; or

(x) Wrought iron or aluminum simulated

(y) Vinyl. Vinyl board fencing may have a picket width up to a maximum of six inches (6"). The minimum open space between pickets must be three inches (3") regardless of the picket width.

facing out. (v) All fences shall be installed with the good side

(vi) The Board, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.

(vii) Omitted.

(viii) The Board may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Board's discretion to comply with laws and code and to prevent hardship.

(ix) All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil.

(10) Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Properties and building residences and selling the same.

(11) No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Board approval.

(12) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Ground except with the prior written approval of the Board except to the extent the prohibition of such Antenna's is prohibited by applicable law. The Board or their designated committee shall approve an application for the installation of an Antenna, to the extent the Board is not prohibited by applicable law from restricting such Antennas, allowed only upon the following conditions:

- (a) No more than one Antenna shall be allowed per Lot.
- (b) The Antenna shall be for the personal use of the Owner or resident.
- (c) The Antenna shall not be visible from the street towards the dwelling (including the street view of dwellings on corner Lots).
- (d) The Lot Owner shall satisfy the following:
 - (i) The Antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot Owner or the neighboring Lots. The Board may require, in its sole discretion, that certain tests be performed on the Antenna at the expense of the Lot Owner at any time before or after the installation of the Antenna.
 - (ii) The Board or its designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Board deems appropriate in order to effectuate the intent of this Section.
 - (iii) All installations must comply with local zoning requirements and building codes if applicable.
 - (iv) The Board reserves the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Board from time to time. Said fines shall be collected and enforced in the same manner as an assessment. The Board shall have the further right to take such action to enforce this Section with all remedies available to it in law or equity.
 - (v) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable license issued by the Board to the Lot Owner and his/her/its successors, which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.
- (13) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Board except that the Declarant shall not need the consent of the Board to resubdivide a Lot (forming two or more new Lots hereunder) or sell a fractional portion of any Lots. This provision shall not, however, require the consent of the Board for the sale of an entire Lot as shown on a final recorded subdivision plat.

(14) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of one (1) ton, 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". For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M.

(15) 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, 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 trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

(16) All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Ground) shall be constructed by the Declarant or any subsequent builder or developer. No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.

(17) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Common Ground or the Lots other than in an enclosed garage.

(18) No activity shall be conducted or permitted on the Common Ground which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Ground under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

(19) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.

(20) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the Board.

(21) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic.

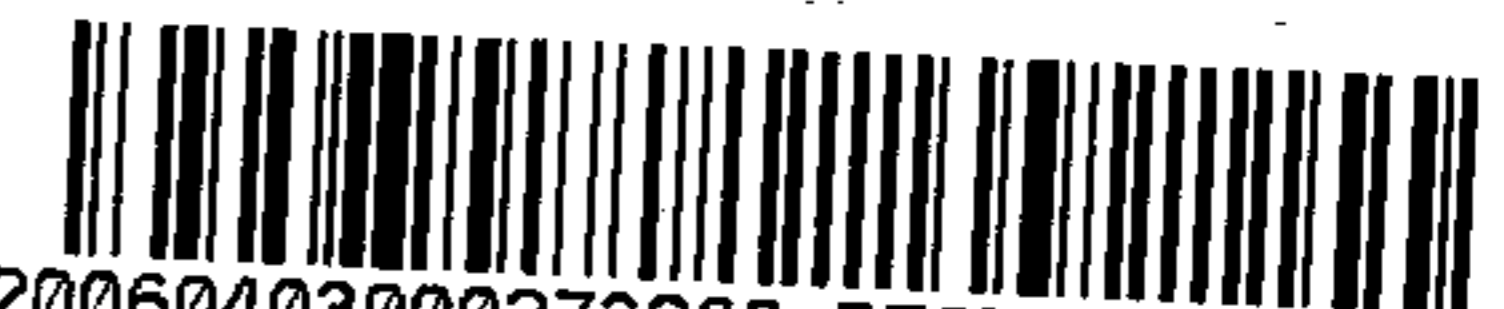
(22) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure in the Property approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

(23) All driveways serving Dwelling Units shall be concrete or other suitable material approved by the Board. The Owners must keep such driveways in good repair and in their natural color or another color approved by the Board or Declarant. The Board may require a driveway to be replaced if the Owner of the Dwelling Unit has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the Owner shall reimburse the Association for such expenses. If the Owner fails to promptly reimburse the Association for such expenses, the Association may place a lien against the Owner's Lot in accordance with this Declaration.

(24) No Dwelling Unit may be constructed or altered on any of the following Lots which has a floor area of greater than the following maximum requirements: (A) 2,016 square feet on Lots B-1, B-2, B-21 through B-53 (inclusive) and B-69 through B-77 (inclusive) per record plat of Barathaven recorded in Plat Book 43, Page 120 of the Recorder of Deeds records, St. Charles County, Missouri provided that this restriction shall expire at such time as neither Barathaven Development, LLC nor Vantage Homes, Inc. owns any remaining Lot within the Property.

Restrict
927 = 221

S-57
L-63-86
E-91-93



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

back 3" Margin

Recorder of Deeds Certificate St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee pursuant to MSMo 59.310.3. This is the first page of your document--DO NOT REMOVE.



Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BARATHAVEN**

Date: March 28, 2006

Grantors: BARATHAVEN ASSOCIATES, LLC
and
MEREDITH SYSTEMS, L.C.
and
BENTON COMPANY L.L.C.
and
BARATHAVEN DEVELOPMENT, LLC
and
METROPOLITAN PARK & RECREATION DISTRICT d/b/a GREAT RIVERS
GREENWAY

Grantees: BARATHAVEN ASSOCIATES, LLC
and
MEREDITH SYSTEMS, L.C.
and
BENTON COMPANY L.L.C.
and
BARATHAVEN DEVELOPMENT, LLC
and
METROPOLITAN PARK & RECREATION DISTRICT d/b/a GREAT RIVERS
GREENWAY

Grantees' Address:

BARATHAVEN ASSOCIATES, LLC 1001 Boardwalk Springs Place, Ste. 200 O'Fallon, Missouri 63368	BARATHAVEN DEVELOPMENT, LLC 117 Triad West Drive O'Fallon, Missouri 63366
MEREDITH SYSTEMS, L.C. 1001 Boardwalk Springs Place, Ste. 200 O'Fallon, Missouri 63368	METROPOLITAN PARK & RECREATION DISTRICT 1000 St. Louis Union Station Suite 102 St. Louis, Missouri 63103
BENTON COMPANY L.L.C. 1001 Boardwalk Springs Place, Ste. 200 O'Fallon, Missouri 63368	

Legal Description: As set forth on Exhibits A-1A, A-1B, A-1C, A-2 and A-3 of the attached Declaration of Covenants, Conditions and Restrictions.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.

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BARATHAVEN**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BARATHAVEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (as amended or supplemented from time to time, this "**Declaration**"), dated March ____, 2006, is made by BARATHAVEN ASSOCIATES, LLC, a Missouri limited liability company ("**BHA**"); MEREDITH SYSTEMS, L.C., a Missouri limited liability company ("**Meredith**"); BENTON COMPANY L.L.C., a Missouri limited liability company ("**Benton**"); BARATHAVEN DEVELOPMENT, LLC, a Missouri limited liability company ("**BD**"); and METROPOLITAN PARK & RECREATION DISTRICT d/b/a GREAT RIVERS GREENWAY, a body corporate and a political subdivision of the State of Missouri ("**GRG**"). (BHA, Meredith, Benton, BD and GRG are referred to herein individually as a "**Declarant**" and collectively as "**Declarants**"),

RECITALS

A. BHA holds fee simple title to the real property described in Exhibit A-1A to this Declaration (the "**BHA Property**"). Meredith holds fee simple title to the real property described in Exhibit A-1B to this Declaration (the "**Meredith Property**"). Benton holds fee simple title to the real property described in Exhibit A-1C to this Declaration (the "**Benton Property**"). BD holds fee simple title to the real property described in Exhibit A-2 to this Declaration (the "**BD Property**"). GRG holds fee simple title to the real property described in Exhibit A-3 to this Declaration (the "**Park Land**"). The BHA Property, the Meredith Property, the Benton Property, CV Property, the BD Property and the Park Land, are referred to herein collectively as the "**Property**".

B. Declarants desire to provide a flexible (yet common) and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property.

C. Declarants anticipate that at full development the Property will include residential neighborhoods, office, retail and/or other commercial areas and a public park.

D. As the development of the Property proceeds, Declarants anticipate that various subdivision plats shall be Recorded with respect to portions of the Property; that portions of the Property may be dedicated to the public for streets and/or other public use; that portions of the Property may be sold to various developers and builders; and that Tract Declarations with respect to various portions of the Property may be Recorded in order to set forth additional covenants, conditions and restrictions applicable to such portions of the Property.

E. Declarants desire to form a Master Association which shall (1) own, manage and/or maintain Common Areas (including Association Land) and certain other areas within the Property; (2) levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) enforce the restrictions and other provisions of this Declaration.

F. Declarants desire to establish for their own benefit and for the mutual benefit of Declarants and all future Owners, or other holders of an interest in any portion of the Property, certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of the Property.

G. Declarants desire and intend that the Owners, mortgagees, beneficiaries, trustees and other persons or entities hereafter acquiring any interest in the Property, shall at all times enjoy the benefits of, and shall hold their respective interests subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of the Property.

H. Declarants therefore wish to subject all of the Property to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth (collectively, the "**Covenants**").

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, Declarants hereby declare, covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

Although captioned "Definitions", this Article contains substantive provisions and, in addition, other terms not included in this Article are defined elsewhere in this Declaration. Any term defined in the singular in this Declaration shall have the same meaning if used in the plural elsewhere in this Declaration.

"**Affiliate**" shall mean, with respect to any Declarant or other party, (1) any person, corporation, partnership, limited liability company or other entity in which more than a 25% interest is owned by such Declarant or other party (as the case may be) or (2) any person, corporation, partnership, limited liability company or other entity which owns more than a 25% interest in such Declarant or party (as the case may be) or (3) any person, corporation, partnership, limited liability company or other entity which is under common ownership or control with such Declarant or party (as the case may be).

"**Ancillary Association**" shall mean:

(1) an association (including a Residential Association) created by the developer of a Residential Area within the Property pursuant to a Tract Declaration (including a Residential Tract Declaration); or

(2) an association created by the developer of a Commercial Area within the Property pursuant to a Tract Declaration.

Formation of an Ancillary Association is required in connection with the creation of any Tract Declaration. All Ancillary Associations shall be subject to this Declaration.

"Ancillary Association Tract" shall mean any portion of the Property which is subject to a Tract Declaration, as more particularly described in such Tract Declaration.

"Annual Assessment" shall mean the charge levied and assessed each year against each Parcel, Ancillary Association Tract or Lot pursuant to Section 7.3.

"Arbitration Rules" shall have the meaning set forth in Section 14.17.

"Architectural Committee" shall mean the respective Architectural Committees established pursuant to Section 11.1.

"Architectural Guidelines" shall mean the development standards and design guidelines adopted pursuant to this Declaration relating to the various areas within the Property, as the same may be adopted, amended or modified by the respective governing Architectural Committee pursuant to Section 5.3.

"Arterial Street" shall mean the proposed BaratHaven Boulevard, together with associated improvements such as sidewalks and curbing located within the right-of-way thereof. Those portions of the Arterial Street shown on the Master Development Plan which are located outside of the boundaries of the Property are shown for illustrative purposes only. Until dedicated to and accepted by the City of Dardenne Prairie, the Arterial Street shall be a Common Area and maintained by the Master Association.

"Articles" shall mean the Articles of Incorporation of the Master Association, as amended from time to time, the initial form thereof being attached hereto as Exhibit B.

"Assessments" shall have the meaning set forth in Subsection 7.1.1.

"Assessment Lien" shall have the meaning set forth in Subsection 7.1.1.

"Assessment Period" shall have the meaning set forth in Section 7.6.

"Association Land" shall mean such part or parts of the Property, together with the buildings, structures and improvements thereon, and other real property which the Master Association may hereafter own in fee or in which the Master Association hereafter has a leasehold interest, for as long as the Master Association is the owner of the fee or leasehold interest (under the current Master Development Plan, however, the Master Association would not own any such fee or leasehold interest). (The term "**Common Areas**", as defined below, while including Association Land, is not limited to Association Land, and may include other classes of property.)

"BaratHaven Master Association Rules" shall mean the rules for the Property adopted by the Board pursuant to Section 5.3.

"Board" shall mean the Board of Directors of the Master Association.

"Bylaws" shall mean the Bylaws of the Master Association, as amended from time to time.

"City of Dardenne Prairie" shall mean the City of Dardenne Prairie, Missouri.

"Commercial Architectural Guidelines" shall mean the development standards and design guidelines relating to the areas within the Property other than the Residential Areas (including, without limitation, the Commercial Areas, the Park Land, and the Common Areas, except portions of Common Areas located on Residential Areas), as the same may be adopted, amended or modified by the Commercial Architectural Committee pursuant to Section 5.3.

"Commercial Areas" shall mean those areas within the Property which at any given time have a Land Use Classification which permits any type of non-residential use and which is utilized or proposed to be utilized for a non-residential use, such as church or school use, pursuant to such Land Use Classification. Association Land shall be deemed Commercial Areas. The Commercial Architectural Committee shall have authority for architectural review and approval with respect to all Commercial Areas. Notwithstanding the Land Use Classification applicable to the Park Land, no areas within the Park Land shall be considered as a part of the Commercial Areas so long as (and to the extent that) such Park Land is being used as a public park.

"Commercial Class Member(s)" shall have the meaning set forth in Subsection 6.1.2.

"Commercial Class Membership" shall mean, collectively, the Commercial Class Member(s).

"Commercial Property Development Threshold Date" shall mean the date upon which all portions of the Property then or previously owned by CV (and/or any Affiliate of CV) has been conveyed to third parties (other than any Affiliate of CV).

"Common Areas Improvements" shall mean: (1) the entrance monuments for the BaratHaven project, (2) fencing along the Arterial Street (BaratHaven Boulevard) per Section 4.2.13, (3) the general landscaping on the Common Areas, and (4) signage for the BaratHaven project.

"Common Areas" shall mean the areas depicted as shaded on Exhibit C attached hereto, together with the following: (1) all Association Land; (2) all land within the Property which any Declarant or any Owner, by this Declaration or other Recorded instrument, shall make available for use on a non-exclusive basis to all Owners; (3) all land or rights-of-way easements within the Property dedicated to the public or to the United States, the State of Missouri, St. Charles County, or the City of Dardenne Prairie, but which is required by such governmental agency to be maintained by the Master Association; and (4) any other areas either within the Property or within any portions of the public rights-of-way in the areas adjoining or near the Property with respect to which the Master Association has been permitted to exercise, and has assumed in

writing, administrative and/or maintenance responsibilities, in accordance with the provisions of this Declaration (including, without limitation, any right-of-way agreed to be maintained pursuant to a maintenance agreement with the Missouri Department of Transportation or other governmental entity). The Streets within BaratHaven will be dedicated to the City of Dardenne Prairie, and accordingly, following such dedication no portions of the Streets shall constitute Common Areas, except to the extent that the same may fall within one of the aforesaid categories (1), (3) or (4). The Common Areas shall not include any "common areas" or "common ground" owned by a Residential Association within the Residential Areas.

"Covenants" shall have the meaning set forth in Recital H.

"Developed" shall mean the substantial completion of construction of building improvements and associated improvements, such as parking areas, drives and landscaping, on any given area within the Property.

"Development Proposal" shall mean a proposal for the development of any portion of the Property, which may include the clearing and grading of such site and/or construction of building(s), parking areas, drives, landscaping or other improvements on such site.

"Dwelling Unit" shall mean any building or portion of a building intended for use and occupancy as a residence by a Single Family.

"Environmental Laws" shall mean all laws, ordinances, orders, interpretations, rules and regulations of any governmental authority applicable to any portion of the Property relating to human health or the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq. ("**RCRA**"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. ("**CERCLA**"); the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Coastal Zone Management Act, 16 U.S.C. Section 1451, et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; and the Flood Disaster protection Act, 42 U.S.C. Section 4001, et seq., all as now or hereafter amended, and any regulations promulgated thereunder, as well as any common law or any other rule of law of any other governmental authority applicable to any portion of the Property and relating to human health or the environment.

"Exempt Property" shall mean the following portions of the Property:

(1) the Park Land and all other land and improvements dedicated to and accepted by the United States, the State of Missouri, St. Charles County, the City of Dardenne Prairie or any political subdivision of any of the foregoing, for as long as such dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by such governmental entity owner for public purposes (e.g., as a public park in the case of the Park Land);

(2) all Association Land;

(3) any portion of the Property (other than Association Land) during the period it is utilized as a public or private school;

(4) all Streets; and

(5) each Lot within the Residential Areas, until such time as such Lot is sold or transferred to a party other than BD or a successor Affiliate of BD which BD has designated as Declarant hereunder.

All Exempt Property shall be exempt from Assessments to the extent provided in Section 7.10 of this Declaration and shall not be included in calculating Relative Area Percentage hereunder. Nevertheless, except as otherwise expressly provided herein, Exempt Property shall be subject to all other provisions of this Declaration, including, without limitation, the Covenants, the Master Development Plan and the Architectural Guidelines (except to the extent otherwise expressly provided under this Declaration). Only the foregoing categories shall constitute Exempt Property, and any Common Areas or other areas of the Property not falling within the foregoing categories shall not constitute Exempt Property.

"Hazardous Materials" shall mean any of the following: (1) any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder; (2) any "hazardous substance", "pollutant" or "contaminant", as defined by CERCLA, and regulations promulgated thereunder; (3) asbestos (whether or not friable) and asbestos-containing materials; (4) any volatile organic compounds, including oil and petroleum products; (5) any substances which, because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any polychlorinated biphenyls (PCBs), toxic metals, plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, urea formaldehyde foam insulation and chemical, biological and radioactive wastes; (6) radon gas; (7) any other substance the presence of which on the Property is prohibited by any Environmental Laws; and (8) any other substance which by any Environmental Laws requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment or disposal.

"Land Use Classification" shall mean the use classification established by the Zoning Ordinances (or any other applicable zoning ordinances or regulations) in regard to any given portion of the Property (the Land Use Classifications being depicted on the Master Development Plan, as the Master Development Plan may be modified or amended from time to time pursuant to the terms of this Declaration).

"Local Streets" shall mean all streets now existing or to be constructed on the Property, other than the Arterial Street (together with associated improvements such as sidewalks and curbing located within the rights-of-way thereof).

"Lot" shall mean any portion of the Property which is designated as a lot on any Recorded Subdivision plat, subject to a Tract Declaration and part of an Ancillary Association Tract. A Lot shall not include any Association Land.

"Maintenance Charges" shall mean any and all costs assessed pursuant to Sections 10.2 and 10.3.

"Master Association" shall mean the Missouri not-for-profit corporation organized by Declarants to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns. The name of the Master Association shall be "BARATHAVEN MASTER ASSOCIATION ."

"Master Development Plan" shall mean the development plan attached hereto as Exhibit D. The Master Development Plan shall not be amended or modified without the prior written consent of the Board.

"Member" shall mean any person or entity which is designated as a member of the Residential Class Membership, the Commercial Class Membership or the Park Class Membership, as the case may be, pursuant to this Declaration.

"Membership" shall mean a membership in the Residential Class Membership, a membership in the Commercial Class Membership or a membership in the Park Class Membership and the accompanying rights granted pursuant to Article 6 to participate in the Master Association.

"Membership Class" shall mean the Residential Class Membership, the Commercial Class Membership or the Park Class Membership, as the case may be.

"Owner" shall mean the record holder of the fee simple interest of any Parcel or Lot. An Owner shall include any person who holds record fee simple title to a Parcel or Lot in joint ownership with any other person or holds an undivided fee interest in any Parcel or Lot.

"Parcel" shall mean any portion of the Property which is not part of an Ancillary Association Tract. A Parcel shall not include any Association Land.

"Park" shall mean the public park and related improvements and recreational, maintenance and other facilities, constructed, or to be constructed, on the Park Land.

"Park Class Member" shall mean the record holder or holders of the fee simple interest in the Park Land at any given time.

"Park Class Membership" shall mean the Park Class Member.

"Park Land" shall mean the real property described in Exhibit A-3 to this Declaration, and depicted and identified on the Master Development Plan. The Park Land shall be exempt from Assessments during such period as it is being used by a governmental entity as a public park. Except as provided above or as otherwise expressly provided elsewhere in this Declaration, the Park Land shall be subject to the provisions of this Declaration, including, without limitation, the provisions of Section 4.4. A portion of the Park Land is subject to a certain "Mitigation and Monitoring Plan for USACE Permit P-2337", recorded in Book 3269

Page 1532 of the Office of the St. Charles County Recorder of Deeds, and a related "Declaration of Covenants and Restrictions" recorded in Book 3269 Page 1536 of said Office.

"Property" shall have the meaning set forth in Recital A.

"Record", **"Recorded"**, **"Recording"** or **"Recordation"** shall mean the recordation of a document or instrument in the Office of the Recorder of Deeds of St. Charles County, Missouri.

"Relative Area Percentage" shall mean, with respect to any given Parcel, Ancillary Association Tract or other specific area within the Property, the percentage that (1) the square footage thereof (but excluding any portions thereof designated as Exempt Property) constitutes of (2) the total square footage of the entire Property (but excluding any portions of the Property designated as Exempt Property).

"Resident" shall mean each person actually residing or conducting a business on any part of the Property. Subject to such rules and regulations as the Master Association may hereafter specify (including the imposition of special nonresident fees for use of Association Land if the Master Association shall so direct), the term **"Resident"** also shall include the onsite guests or invitees of any such person, if and to the extent that the Board in its absolute discretion by resolution so directs.

"Residential Areas" shall mean those areas within the Property which at any given time have a Land Use Classification which permits residential use and which is utilized or proposed to be utilized solely for residential use under such Land Use Classification. Notwithstanding the Land Use Classification applicable to the Park Land, no areas within the Park Land shall be considered as a part of the Residential Areas so long as (and to the extent that) such Park Land is being used as a public park.

"Residential Association" shall mean a Missouri not-for-profit corporation organized to administer and enforce the covenants, conditions and restrictions, and to exercise the rights, powers and duties, set forth in its respective Residential Tract Declaration(s), and the respective successors and assigns of any such corporation.

"Residential Class Member(s)" shall have the meaning set forth in Subsection 6.1.1.

"Residential Class Membership" shall mean, collectively, the Residential Class Member(s).

"Residential Declarant" shall mean the original declarant under the Residential Tract Declaration, and any successor declarant under the Residential Tract Declaration.

"Residential Lot" shall mean any Lot located within the Residential Areas and subject to the Residential Tract Declaration.

"Residential Tract" shall mean any portion of the Property which is located within the Residential Areas, which is subject to the Residential Tract Declaration, and which does not constitute a Residential Lot.

"Residential Tract Declaration(s)" shall mean the Tract Declaration applicable to that portion of the Residential Areas shown on the Master Development Plan as having an anticipated residential use, which Tract Declarations shall be created and Recorded by BD and any other Owners of the Residential Areas which are to be subject to each such Tract Declaration, as each such Tract Declaration may be amended or modified from time to time, consistent with the requirements of this Declaration.

"Single Family" shall mean an individual living alone, or a group of two or more persons, each related to the other by blood, marriage or legal adoption, which maintains a common household, or a group of not more than three persons, not all so related, which maintains a common household.

"Special Assessment" shall mean any assessment levied and assessed pursuant to Section 7.4.

"Storm Water Control Facilities" shall mean and refer to any and all detention and retention basins, drainage channels, swales, ditches, spillways, storm sewer pipes and other structures and facilities from time to time constructed and installed on the Property for the collection and routing of storm water from the Property or any portion thereof; provided, however, that the Storm Water Control Facilities shall not include any such facilities which have been dedicated to and accepted by public authorities.

"Streets" shall mean, collectively, the Arterial Street and the Local Streets.

"Subdivision" or **"Subdivided"** shall mean the act of dividing a given area of the Property into separate Lots or Parcels, whether by Recordation of a subdivision plat relating to such area or otherwise.

"Taking" shall have the meaning set forth in Section 9.4.

"Tract Declaration" shall mean a declaration of covenants, conditions and restrictions Recorded with respect to a given area within the Property, pursuant to Section 2.1 of this Declaration, and shall include (without limitation) the Residential Tract Declarations and all declarations of condominium.

"BaratHaven" shall mean the Property and shall not include other real property which is not a part of the Property, whether or not such other real property is at any time depicted on the Master Development Plan and whether or not such other real property commonly is known by, or legally has for uses, a name which includes the words "BaratHaven" or some variation thereof.

"Zoning Ordinances" shall mean the Zoning Ordinances of the City of Dardenne Prairie.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 General Declaration.

2.1.1 Declarants hereby declare that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, as amended from time to time. With respect to the Commercial Areas, as portions of the Commercial Areas of the Property are Subdivided and developed, Tract Declarations covering such portions of the Property may be Recorded. With respect to that portion of the Residential Areas shown on the Master Development Plan as having an anticipated residential use, the Residential Tract Declaration must be Recorded prior to the sale to any party, for use as such party's residence, of any individual residential lots or condominium units within any such portion of the Residential Areas. Additional Tract Declarations relating to discrete portions of the Residential Areas may be Recorded from time to time after the Recordation of the Residential Tract Declaration.

2.1.2 The Residential Tract Declarations and all other Tract Declarations shall incorporate this Declaration by reference and establish such additional covenants, conditions and restrictions as may be appropriate for the portions of the Property subject to such Tract Declaration; **provided, however, that in the event of a conflict between the provisions of a Tract Declaration and this Declaration, if such conflict relates to the covenants, conditions and restrictions contained in said instruments, the more restrictive of such covenants, conditions and restrictions shall apply, while if such conflict relates to any other provisions of said instruments (such as charges, servitudes, liens, reservations and easements), the provisions of this Declaration shall control.** The covenants, conditions and restrictions provided in the Residential Tract Declarations (and all other Tract Declarations) shall not contain provisions in derogation of the covenants, conditions and restrictions set forth in this Declaration and may impose additional covenants, conditions and restrictions beyond those set forth in this Declaration.

2.1.3 It is the intention of this Declaration that, following Recordation of the Residential Tract Declaration, as aforesaid, the Residential Association established under the Residential Tract Declaration shall have primary responsibility for enforcing the covenants, conditions and restrictions applicable to the Ancillary Association Tract covered by the Residential Tract Declaration, pursuant to the covenants, conditions and restrictions established under the Residential Tract Declaration.

2.1.4 This Declaration and all Tract Declarations hereby are declared and agreed to be in furtherance of a general plan for the development, improvement and sale of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of this Declaration and all Tract Declarations shall run with the Property for all purposes and shall be binding upon and inure to the benefit of Declarants, the Master Association, all Ancillary Associations and all Owners and their respective successors in interest, as the case may be.

2.2 Master Association Bound and Benefited. Upon the filing of the Articles with, and the resulting issuance of a certificate of incorporation by, the Secretary of State of the State of Missouri, this Declaration and the Covenants shall be binding upon and shall benefit the Master Association.

ARTICLE 3

EASEMENTS AND RIGHTS OF ENJOYMENT

3.1 Easements of Enjoyment in Common Areas. Every Owner shall have a non-exclusive easement for the use and enjoyment in and to the Common Areas (to the extent not located within any Lot), which non-exclusive easement shall be appurtenant to and shall pass with the title to every Parcel and Lot. All Residents, other than Owners, shall have a non-exclusive, non-transferable temporary easement to use and enjoy the Common Areas (to the extent not located within any Lot) so long as they remain Residents. The foregoing grant and rights are subject to, among other things, the following limitations:

3.1.1 the right of the Board to dedicate or transfer all or any part of the Common Areas (to the extent not located within any Lot) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of the Master Association;

3.1.2 the right of the Board to impose reasonable regulations regarding the use of the Common Areas through the BaratHaven Master Association Rules and to prohibit access to those Common Areas, such as landscaped areas, not intended for use by the Owners or Residents; provided, however, that with respect to Common Areas located on any Residential Lot, such restrictions shall be limited to those appropriate to protect any Common Areas Improvements on such Common Areas, and to prevent interference with the Master Association's rights hereunder to maintain the Common Areas and the Common Areas Improvements in an integrated and uniform manner;

3.1.3 the right of the Board to change the use and/or the size, shape or location of any Association Land owned or Leased by the Master Association as provided in Sections 12.4 and 12.5.

3.2 Delegation of Use. Any Owner may, in accordance with this Declaration and the BaratHaven Master Association Rules and the limitations herein and therein contained, share and delegate his or its right of enjoyment in the Common Areas and facilities with and to such Owner's employees, family members, tenants, guests or invitees or to such tenants' employees, family members, guests or invitees.

3.3 Rights of Ingress and Egress. Each Owner and all persons holding under or through such Owner, and their respective employees, agents, customers, licensees, family members, tenants and invitees shall have a perpetual non-exclusive easement in common with all other Owners and all persons holding under or through such other Owners and their respective employees, agents, customers, licensees, family members, tenants and invitees to use any of the

Streets, whether now existing or constructed in the future for (a) pedestrian traffic over, through and across sidewalks, paths, trails, walkways and lanes that from time to time may exist upon the Common Areas; and (b) pedestrian and vehicular traffic over, through and across the Streets.

3.4 [Intentionally Omitted]

3.5 Storm Water Control Facilities.

3.5.1 Each Owner, or each Ancillary Association, shall be obligated to construct or cause to be constructed (at its cost) such drainage structures, detention and retention basins, storm sewers and other Storm Water Control Facilities as shall be required to serve the portion of the Property owned by such Owner, or governed by such Ancillary Association (as the case may be).

3.5.2 Following construction of the drainage structures, detention and retention basins, storm sewers and other Storm Water Control Facilities pursuant to Subsection 3.5.1 above, the Owner or Ancillary Association responsible for constructing such Storm Water Control Facilities shall maintain, repair, replace and otherwise care for such Storm Water Control Facilities (except any such Storm Water Control Facilities which have been dedicated to and accepted for maintenance by public authorities).

3.6 Utility Easements. No sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any area within the Property, except as reasonably approved by the governing Architectural Committee and the Owner of the affected property. Lateral utility lines (i.e., lines connecting a main utility line to a Parcel, Lot or Ancillary Association Tract or to an improvement constructed or to be constructed thereon) shall be excluded from aforesaid approval requirement.

3.7 Easement for Arterial Streets. Each of the Declarants (and their respective successors) owning any portion of the Property upon or adjoining the area upon which any of the Arterial Street is to be constructed hereby grants to the Master Association, an easement over such portions of the Property as may be required for the construction, installation, repair and maintenance of the Arterial Street and all related improvements (including, without limitation, curbs, sidewalks, utility lines, lighting and landscaping); provided, however, that following any construction or maintenance work in connection with this easement, the Master Association shall repair and restore any adjoining property disturbed thereby, to substantially the condition existing prior to such work.

3.8 Easements to Run with the Land. The easements provided under this Article 3, and under Section 10.4 shall run with the land, shall be binding on all parties having or acquiring any right, title or interest in the portions of the Property affected thereby, and shall be binding upon any and all successors in interest to such parties.

ARTICLE 4
LAND USE CLASSIFICATIONS AND RESTRICTIONS

4.1 Land Use Classifications. All Land Use Classifications shall conform to the Master Development Plan, as the Master Development Plan may be modified and amended in the manner permitted pursuant to the terms hereof. The current Land Use Classifications applicable to various portions of the Property shall not be changed except as specifically permitted by this Declaration.

4.2 Covenants Applicable to Lots, Ancillary Association Tracts, Parcels and Other Areas Within All Land Use Classifications. Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all Parcels, Ancillary Association Tracts, Lots and other areas within the Property, and the Owners and Residents thereof, regardless of the Land Use Classification of such Property:

4.2.1 Architectural Control. Except as otherwise expressly provided in this Declaration, the prior approval of the governing Architectural Committee shall be required with respect to all work which is to be reviewed under the terms of governing Architectural Guidelines in connection with any Development Proposal regarding the Residential Areas or the Commercial Areas (as the case may be) and with respect to all subsequent additions to or changes or alterations in any building, fence, berm, exterior wall or other structure, and all changes in the grade, lighting or landscaping of any area within the Property. No changes or deviations in or from the plans and specifications, once approved by the governing Architectural Committee, shall be made without the prior written approval of the governing Architectural Committee. The procedures set forth in Article 11 shall apply with regard to the governing Architectural Committee's review and approval relating to the aforesaid matters. Approval by the governing Architectural Committee of any request made hereunder shall not be a representation or warranty by such Architectural Committee that any plans or specifications relating to such request are adequate for any use, purpose or condition or that they comply with any applicable governmental laws, codes, rules, ordinances or regulations. Once construction of an improvement has been commenced on the Property, the Owner shall diligently pursue completion of such improvement (and if the plans for such improvement required approval under this Declaration, such improvement shall be completed in accordance with the approved plans).

4.2.2 Animals. Except as otherwise expressly permitted in this Declaration, and permitted under applicable law, ordinances and regulations, no animals, birds, fowl or livestock shall be maintained or bred on any Parcel, Lot or other area within the Property except for such animals as are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept, at all times, on a leash, in a fenced yard, or in a yard surrounded by an activated and operating "invisible fence" electronic restraint system. It shall be the responsibility of each Owner to remove immediately any droppings from such Owner's pets on Common Areas. The Commercial Architectural Committee shall have the authority to exempt from the foregoing restrictions, any pet shop, veterinarian office, or animal hospital, boarding facility, training facility and/or like facility located within any portion of the Commercial Areas.

4.2.3 Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for residence, either temporary or permanent. Temporary buildings or structures may be used on any portion of the Property for construction, repair or sales purposes for a reasonable period of time and in compliance with the applicable Architectural Guidelines.

4.2.4 Maintenance of Landscaping and Driveways. Unless otherwise provided in a Recorded instrument approved by the Board, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (1) such Owner's Parcel or Lot (including set back areas located thereon); (2) public right-of-way areas between sidewalks and the street curb on the front or side of such Owner's Parcel or Lot; and (3) public areas between a sidewalk and a Parcel or Lot boundary. In the event that the maintenance of any of the above areas is the responsibility of the Master Association, an Ancillary Association, a utility, or a governmental or similar authority, such area shall be excluded from the foregoing maintenance requirements. As used herein, maintenance shall include, without limitation, keeping the areas neatly trimmed, cultivated and free of trash, weeds and unsightly material. Each Owner shall be required to comply with landscaping Architectural Guidelines established by the governing Architectural Committee. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, private sidewalks (i.e., sidewalks other than those which are maintained by the City of Dardenne Prairie) and parking areas, located on such Owner's Parcel or Lot, and readily visible and apparent from any Common Areas. All areas maintained by an Ancillary Association shall be improved and maintained in a manner which is consistent with this Declaration, the BaratHaven Master Association Rules, the Master Development Plan, the Architectural Guidelines and the Zoning Ordinances.

4.2.5 Nuisances; Construction Activities.

(1) No noxious or offensive trade or activity which may be or become an annoyance or nuisance to other Owners by reason of any of the following characteristics shall be carried on upon any Parcel, Ancillary Association Tract, Lot or other area within the Property:

(A) Unsightliness or the excessive emission of odors, dust, fumes, smoke or noise;

(B) Any unusual firing, explosion or other damaging or dangerous hazards;

(C) Any warehousing, assembly, manufacturing, distillation, refining, smelting, industrial, agricultural, drilling or mining operation;

(D) Any trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising; or

(E) Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from

authorized uses and if handled in a smokeless, odorless, clean and sanitary manner, and without excessive noise levels.

(2) No rubbish or debris of any kind shall be placed or permitted to unreasonably accumulate upon or adjacent to any Parcel, Ancillary Association Tract, Lot or other area within the Property, and no odors or loud noises shall be permitted to unreasonably arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property.

(3) No other nuisance shall be permitted to exist or operate upon any Parcel, Ancillary Association Tract, Lot or other area within the Property. The Board shall determine the existence of any nuisance in conformance with a reasonable application of applicable principles of law or equity.

(4) Normal construction activities and parking in connection with the building of improvements on the Property shall not be considered a nuisance or otherwise prohibited by this Declaration, but Parcels and Lots shall be kept in a reasonably neat and tidy condition during construction periods, and trash and debris shall not be permitted to unreasonably accumulate. If a building permit is required by the City of Dardenne Prairie for the construction or installation of any improvements within such City, such permit must be obtained from the City of Dardenne Prairie (as appropriate) prior to the commencement of construction of such improvements. All construction activity shall be contained on the Parcel or Lot for which the building permit has been issued unless specific authorization is obtained in writing from the Architectural Committee. Any Common Areas or any common areas created under any Tract Declaration, adjacent Parcels or Lots, or streets or roadways damaged during construction shall be promptly restored to substantially their original condition. Care shall be taken during excavation and digging to assure that trees not authorized for removal are not damaged, and no trees over eight inch caliper diameter one foot above grade shall be removed without prior written approval of the Architectural Committee. During construction, erosion shall be minimized through proper soil stabilization, water control and timely revegetation. Blowing dust from grading operations must be controlled by watering. Brush, surplus soil, fill and other excavated debris must be promptly removed from any building site. An Owner shall be responsible for and shall promptly perform all onsite and construction cleanup occasioned by its contractors or subcontractors. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers, however, heavy equipment operation is prohibited between the hours of 8:00 p.m. and 7:00 a.m.

4.2.6 Repair of Buildings. Each building and structure shall at all times be kept in reasonably good condition and repair and adequately painted or otherwise finished. In the event that any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection 4.2.1, such building or structure shall be repaired, rebuilt or demolished promptly.

4.2.7 Antennas. Except to the extent that regulation thereof is prohibited by applicable law, ordinance or regulation, no antenna, satellite receiving station or other device for

the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any area within the Property (whether attached to a building or structure or otherwise), unless approved by the Architectural Committee.

4.2.8 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Parcel or Lot or other area within the Property, except in covered containers and in conformance with the ordinances of the City of Dardenne Prairie (as applicable); provided that the foregoing restriction regarding covered containers shall not apply during periods of construction on a Parcel, Lot or other area within the Property, when uncovered dumpster containers may be utilized. All rubbish, trash and garbage shall be removed from the Parcels, Ancillary Association Tracts and Lots and other areas within the Property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on or in the Property.

4.2.9 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be placed or maintained on the Property unless they are not visible from neighboring property.

4.2.10 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained on or in the Property except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance, operation and/or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements; (ii) that which Declarants or the Master Association may require for the operation and maintenance of, and construction on, the Property, and (iii) that used or displayed in connection with any business permitted under a Tract Declaration.

4.2.11 Signs. No signs whatsoever (including, without limitation, commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on the Property except:

- (1) signs required by legal proceedings;
- (2) not more than two identification signs for individual detached Dwelling Units, each with a face area of seventy-two square inches or less and not more than one identification sign with a face area of seventy-two square inches or less for each attached Dwelling Unit;
- (3) such other signs (including, without limitation, "for sale" and "for lease" signs, construction job identification signs, builder's signs, marketing signs, directional signs and subdivision, shopping center and business identification signs) which are in conformance with (i) the ordinances of the City of Dardenne Prairie (to the extent applicable) and (ii) with respect to signs on Commercial Areas and Park Land, the Architectural Guidelines (to the extent applicable); signage located on Commercial Areas must be approved by the applicable Architectural Committee as required hereunder (per Section 11.3 below. Signage on Commercial Areas shall be governed by the Commercial

Architectural Committee, and per Section 11.4 below, signage on Residential Areas shall be governed by the Residential Architectural Committee); and

(4) directional, informational and other signage on the Park Land shall be in conformance with the ordinances of the City of Dardenne Prairie (to the extent applicable).

4.2.12 Rezoning, Variances and Use Permits. No applications for rezoning of any Lot or Parcel within the Property, and no applications for variances or use permits outside the Residential Areas of the Property, shall be filed with any governmental authority unless the proposed use of the property has been approved by the governing Architectural Committee (based upon such Architectural Committee's evaluation of the degree to which such application is consistent with the standards of this Declaration, the Master Development Plan, the governing Architectural Guidelines and the Zoning Ordinances) or the Board. This provision shall not apply or in any way limit a Declarant from conveying easements or from conveying or dedicating any property to the City or any other public entities. The procedures set forth in Article 11 (including appeal rights) shall apply with regard to the governing Architectural Committee's review and approval relating to the aforesaid matters. Approval by the governing Architectural Committee or the Board of any request made hereunder shall not be a representation or warranty by such Architectural Committee or the Board that any plats, plans, specifications, covenants, conditions, restrictions or easements relating to such request are adequate for any use, purpose or condition or that they comply with any applicable governmental laws, codes, rules, ordinances or regulations.

4.2.13 Perimeter Walls, Fences, Berms and Retaining Walls. Any perimeter walls, fencing and berms constructed on the Property shall be constructed in accordance with the Architectural Guidelines of the governing Architectural Committee (to the extent applicable). All fences and berms (specifically including any fencing or berms adjoining Common Areas or parks) shall be constructed and maintained in accordance with specifications established by the governing Architectural Committee for the purpose of preserving and protecting the views from adjoining properties. The Commercial Architectural Committee shall be the governing Architectural Committee with respect to perimeter walls, berms and fencing located or proposed to be located upon any Common Areas. Fencing along the Arterial Street (BaratHaven Boulevard) shall be constructed of white vinyl in accordance with applicable ordinance requirements of the City, and all other fences and walls shall be constructed of vinyl, wood, brick, masonry or of other materials approved by the governing Architectural Committee. In the Residential Areas, installation of chain link fences shall not be acceptable. In the Commercial Areas and Park Land, installation of chain link fences shall not be acceptable unless polycoated and concealed by well maintained landscaping on both sides, and installed only after written approval of the Master Association with respect to location and visual impact on nearby properties; notwithstanding the foregoing, however, that use of polycoated chain link fencing without landscape screening shall be permitted in conjunction with tennis courts or other athletic facilities located on areas of the Park Land or on areas of the Commercial Property utilized for operation of a school which are not immediately adjacent to Residential Lots. The height limit for fences or walls shall be six feet, as measured to the top of the fence or wall to the existing or

approved finished grade. Retaining walls shall be placed upon embankments or filled areas of more than two feet.

4.2.14 Utility Service. Except for utility lines located within currently existing utility easements on the Property, and except as may be required otherwise by applicable utility providers and to comply with the ordinances of the City of Dardenne Prairie (as applicable), no lines, or wires for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or on the Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices. Notwithstanding the foregoing, and except as may be required otherwise by applicable utility providers, no above ground electrical apparatus shall be installed without the approval of the governing Architectural Committee and all lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the governing Architectural Committee. Temporary above ground power or telephone structures and water lines incident to construction activities, shall be permitted for a reasonable period of time and in compliance with the applicable Architectural Guidelines.

4.2.15 Trucks, Trailers, Campers and Boats. No motor vehicle (classed by manufacturer rating as exceeding 3/4 ton), mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked or stored on any area in the Property so as to be visible from neighboring property; provided, however, that this provision shall not apply to (1) pick-up trucks of 3/4 ton capacity or less with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and 18 feet in length which are parked as provided in Subsection 4.2.17 of this Section and are used on a regular and recurring basis for basic transportation; (2) trucks, trailers and campers parked in a recreational vehicle storage area designated for such parking and not located on a Lot in the Residential Areas; provided, however, that all such parking areas have been approved by the governing Architectural Committee; or (3) parking of construction vehicles, storage of construction materials and installation of temporary construction shelters or facilities maintained during the period of, and used exclusively in connection with, the construction of any improvement approved by the governing Architectural Committee. Additionally, all such uses shall comply with the ordinances of the City of Dardenne Prairie (as applicable).

4.2.16 Motor Vehicles. No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Parcel, Ancillary Association Tract, Lot, street, rights-of-way or other areas within the Property, and no inoperable vehicle may be stored or parked so as to be visible from neighboring property; provided, however, that this provision shall not apply to (1) emergency vehicle repairs; or (2) any automobile repair business which may be permitted within any portion of the Commercial Areas. Additionally, all issues related to motor vehicles shall comply with the ordinances of the City of Dardenne Prairie (as applicable).

4.2.17 Parking. Vehicles of all Owners and Residents, and of their employees, tenants, guests and invitees, are to be kept in garages, carports and driveways (and any other parking areas which may be designated or approved by the governing Architectural Committee); provided, however, that this Subsection shall not be construed to permit the parking or storage in such areas of any vehicle whose parking or storage in or on the Property is otherwise prohibited herein. The BaratHaven Master Association Rules may permit temporary parking on streets or other areas of the Property for public or private social events or other permitted activities.

4.2.18 Storage in Parking Areas. No exterior parking area (including residential driveways) shall be used to store junk or other unsightly material.

4.2.19 Right of Entry. In the event that there shall exist upon any Parcel, Ancillary Association Tract, Lot (including a Residential Lot), Residential Tract or other area of the Property a condition posing imminent threat of injury to persons or damage to adjoining property, representatives of the Master Association shall have an easement and right of entry upon such Parcel, Ancillary Association Tract, Lot (including a Residential Lot), Residential Tract or other area of the Property at any time or times, without notice in order to perform emergency repairs; provided, however, that such right of entry shall not extend to entry in any building improvements located thereon, and provided further that prior to exercising such right of entry, the Master Association shall attempt to contact and obtain the consent of the Owner, the Ancillary Association or tenant, as the case may be, of such Parcel, Ancillary Association Tract, Lot (including a Residential Lot), Residential Tract or other area of the Property.

4.2.20 Declarants' Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarants, or other developers or their respective duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within the Property if those structures, improvements or signs have been approved by the governing Architectural Committee.

4.2.21 Model Homes. The provisions of this Declaration which prohibit non-residential use of Parcels and Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes and sales offices and parking areas incidental thereto by persons engaged in the construction or marketing of Dwelling Units, provided that the construction, operation and maintenance of such model homes otherwise comply with all of the provisions of this Declaration and with the ordinances of the City of Dardenne Prairie (as applicable). Any homes constructed as model homes shall cease to be used as model homes at any time that the Owner thereof is not actively engaged in the construction or sale of Dwelling Units within the Property and no home shall be used as a model home for the sale of homes not located within the Property.

4.2.22 Leases. Any agreement for the lease of all or any portion of a Parcel or Lot shall be in writing and shall be expressly subject to this Declaration, the BaratHaven Master Association Rules, the Architectural Guidelines (to the extent applicable), the Articles and the Bylaws. Any violation of such documents shall be a default under any lease. An Owner shall remain liable for compliance with this Declaration, the BaratHaven Master Association Rules, the Architectural Guidelines, the Articles and the Bylaws, and shall be responsible for any

violations thereof by such Owner's tenant or its employees, family, guests and invitees. All notices required or permitted hereunder to be given by the Master Association, the Board, or an Architectural Committee shall be given only to the Owner.

4.2.23 Hazardous Materials. No Owner, Resident or tenant of any portion of the Property shall be permitted to use, store or retain any Hazardous Materials thereon unless such use, storage or retention (1) is in connection with the ordinary course of its business, (2) is in compliance with any and all applicable Environmental Laws, (3) is in compliance with the other conditions and restrictions contained in this Declaration, and (4) does not, in the judgment of the Board, create a hazardous condition. In addition, no Owner, Resident or tenant shall discharge or dispose of any Hazardous Materials on any portion of the Property or any adjoining property. Any Owner, Resident or tenant violating this Subsection shall indemnify and hold harmless the Master Association and the Board from and against any and all liability, loss, damage, cost or expense which the Master Association or the Board may suffer or pay as a result of or in connection with such violation.

4.2.24 Board's Right to Cure. In the event that an Owner fails to comply with any provision under this Section 4.2, the Board may give notice to the offending Owner, and may then proceed to remedy such violation and charge the Owner therefor as permitted in Section 10.3.

4.2.25 As provided under Section 2.1 (and subject to the terms thereof), following Recordation of the Residential Tract Declarations (as required pursuant to Section 2.1), the Residential Associations established under the Residential Tract Declaration shall have primary responsibility for enforcing the covenants, conditions and restrictions applicable to the Ancillary Association Tract covered by the Residential Tract Declaration.

4.3 Covenants Applicable to Lots Within Residential Areas. The following Covenants shall apply only to Lots and the Owners and Residents thereof lying within the Residential Areas.

4.3.1 General. Such Lots shall be used only for the construction and occupancy of Single Family detached or attached Dwelling Units and typical residential activities incidental thereto, such as the construction and use of private swimming pools, together with common recreational facilities or other common areas or amenities, if any. All such Lots shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other non-residential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on such a Lot so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (2) the business activity does not generate a high volume of traffic to and from the Dwelling Unit and does not require substantial street or on-site parking; (3) the business activity conforms to all applicable zoning requirements; (4) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents and Owners, as may be determined in the sole discretion of the Board. The terms "**occupation**", "**business**",

"**profession**" and "**trade**", as used in this Subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full-time or part-time, (B) such activity is intended to or does generate a profit, or (C) a license is required therefor. Notwithstanding the foregoing, the leasing of a Dwelling Unit shall not be considered a trade or business as defined herein. This restriction shall not apply to any activity conducted by Declarants or other developers with respect to their development and sale of property within the Property.

4.3.2 Tenants. An entire Lot and Dwelling Unit located thereon may be let to a Single Family tenant from time to time by the Owner, but any such lease shall be subject to the provisions of this Declaration and any applicable Tract Declaration.

4.4 Park Land.

4.4.1 The Park Land and associated recreational and maintenance facilities thereon shall not be Common Areas (except to the extent that any easements granted across portions of the Park Land may fall within the definition of Common Areas) but shall be separately owned, maintained and operated. The Park Land shall be used, operated and maintained solely and exclusively and in perpetuity as a public park and for no other purpose and all other uses of the Park Land are expressly prohibited by this Declaration. Maintenance of the Park Land shall be performed either directly by the Park Class Member or by third parties under contract with the Park Class Member. Upon completion of the initial construction of the Park and its associated recreational and maintenance facilities, the Park Class Member shall regularly maintain and continuously operate a public park upon the Park Land, and shall cause the same to be maintained the same in a good and orderly condition.

4.4.2 As provided under the definition of "Exempt Property" in Article 1 above, while the Park Land is being used by a governmental entity owner as a public park, the Park Land shall be Exempt Property and as such shall be exempt from Assessments to the extent provided in Section 7.10 below. As provided under the definitions of "Commercial Areas" and "Residential Areas" in Article 1 above, no areas within the Park Land are to be considered as a part of the Commercial Areas or the Residential Areas, so long as (and to the extent that) the Park Land is being used as a public park.

ARTICLE 5

ORGANIZATION OF MASTER ASSOCIATION

5.1 Formation of Master Association. The Master Association shall be a non-profit Missouri corporation and shall be organized immediately upon the execution of this Declaration. Upon incorporation, the Master Association shall be charged with the duties and invested with the powers described by law and set forth in the Articles, the Bylaws and this Declaration.

Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Board of Directors and Officers. The affairs of the Master Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. Pursuant to the Articles, the Board shall consist of five directors, two elected by the Commercial Class Member(s), two elected by the Residential Class Member(s) and one elected by the Park Class Member. In the event of a vacancy in any of the directorships, a successor director shall be elected by the Membership Class which originally elected the director who has vacated his or her position. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Master Association. The Board shall determine the compensation, if any, to be paid to such manager and any employees of the Master Association. The Board's responsibilities shall include, without limitation, the following:

5.2.1 administration, including administrative support as required for each Architectural Committee;

5.2.2 preparing and administering an operational budget;

5.2.3 establishing and administering an adequate reserve fund;

5.2.4 scheduling and conducting the annual meeting and other meetings of the Members;

5.2.5 establishing, collecting and enforcing the Assessments;

5.2.6 accounting functions and maintaining records;

5.2.7 promulgation and enforcement of the BaratHaven Master Association Rules (but not the Architectural Guidelines);

5.2.8 maintenance responsibilities as described in Article 10;

5.2.9 determining whether to assume administrative or maintenance responsibility for areas on or near the Property in accordance with this Declaration;

5.2.10 constructing and installing any Common Areas Improvements; and

5.2.11 all the other duties imposed upon the Board pursuant to this Declaration, the Articles, the Bylaws and the BaratHaven Master Association Rules.

The Board shall not be responsible for those duties and areas of operation specifically designated under this Declaration, the Articles, the Bylaws or the BaratHaven Master Association Rules as the responsibility of the Commercial Architectural Committee. The Board shall act by majority vote of the directors with each director having one vote. Each director shall serve a term of three (3) years or until his or her successor is elected and qualified, whichever is

longer. Of the five (5) initial Directors, one (1) shall serve a term of one (1) year, two (2) shall serve a term of two (2) years and two (2) shall serve a term of three (3) years, respectively (as determined by lot), so that the terms of the succeeding Directors shall be staggered. Retiring directors shall be eligible for re-election at the end of their elected terms.

5.3 Master Association Rules and Architectural Guidelines. By a majority vote of the Board, the Master Association may from time to time, subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as "BaratHaven Master Association Rules". The BaratHaven Master Association Rules may restrict and govern the use of the Common Areas by all Owners and Residents, or by any employee, invitee, licensee or tenant of such Owner or Resident, as provided under Section 3.1.2 above (collectively referred to, for purposes of this Section, as "**Owners and Residents**"); provided, however, that in connection therewith the BaratHaven Master Association Rules shall not discriminate among Owners or Residents, shall in all events apply to all Owners and Residents, shall be uniformly enforced and shall not be inconsistent with this Declaration, the Articles or the Bylaws, and further provided that no such BaratHaven Master Association Rules shall apply to any part of the Park Land (other than any Common Areas depicted on Exhibit C attached hereto) without the written consent of the Park Member. In addition, from time to time, subject to the provisions of this Declaration, the Commercial Architectural Committee with respect to the restriction and use of all of the Commercial Areas, shall have the right to adopt Architectural Guidelines with respect to the Commercial Areas, and to amend and modify such Architectural Guidelines; provided, however, that such action shall be fair and reasonable, shall be consistent with the provisions of this Declaration, the Articles and the Bylaws. The authority granted herein to the said Commercial Architectural Committee to amend and administer the Architectural Guidelines and the enforcement powers granted for the Architectural Committee, is given for the purpose of insuring that the Property is developed and used according to the general descriptions and intent as evidenced by this Declaration, the Master Development Plan, the applicable Architectural Guidelines and the Zoning Ordinances. The Commercial Architectural Committee is specifically responsible for the administration and enforcement of the provisions of Article 4 of this Declaration, the administration and enforcement of the Architectural Guidelines established hereunder, and all other duties and obligations designated to the Commercial Architectural Committee by this Declaration, the Articles, the Bylaws and the BaratHaven Master Association Rules. Administrative support as required by the Commercial Architectural Committee shall be provided by the Board. Upon adoption, the BaratHaven Master Association Rules and the Commercial Architectural Guidelines shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any inconsistency between the BaratHaven Master Association Rules adopted by the Board and the Architectural Guidelines, the Architectural Guidelines shall control. Copies of the BaratHaven Master Association Rules and all Architectural Guidelines as adopted or amended shall be available for inspection at the office of the Master Association during reasonable business hours.

5.4 Personal Liability. No Board member, committee member (including, without limitation, those of each Architectural Committee), officer or employee of the Master Association shall be personally liable to any Member, Owner or Resident or to any other person or entity, including the Master Association or an Ancillary Association, for damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence; provided,

however, that the limitations set forth in this Section 5.4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct. The Master Association shall indemnify the Board members and officers, and the Architectural Committee members, when exercising the powers and duties granted or authorized under this Declaration, to the fullest extent permitted by law.

5.5 Ancillary Associations. The articles of incorporation, bylaws and other governing documents for each Ancillary Association (including any Tract Declaration) must specify that such Ancillary Association and the rights of its members are subject to the provisions of this Declaration, the Articles, the Bylaws, the BaratHaven Master Association Rules and the Architectural Guidelines.

ARTICLE 6

MEMBERSHIPS AND VOTING

6.1 Members of the Master Association; Voting within Membership Classes. The Members of the Master Association shall be the Residential Class Member(s), the Commercial Class Member(s) and the Park Class Member.

6.1.1 During the time period in which BD has voting control of the Residential Association(s), the sole Residential Class Member shall be BD. On the day after the date upon which voting control of the Residential Association(s) passes to the lot owners, the Residential Class Members shall be the boards of directors of each Residential Association. If there is more than one Residential Association, each shall have one vote for purposes of voting within the Residential Class Membership.

6.1.2 During the time period through and including the Commercial Property Development Threshold Date, the sole Commercial Class Member shall be BHA. During the time period following the Commercial Property Development Threshold Date, the Commercial Class Members shall be determined as follows:

(1) Each Owner of any Parcel within the Commercial Areas shall be a Commercial Class Member (but on the date following the Recordation of a Tract Declaration applicable to such Parcel or any portion thereof and creating an Ancillary Association, the Commercial Class Membership of the Owner thereof shall expire and be deemed null and void with respect to the area subject to such Tract Declaration). With regard to any vote within the Commercial Class Membership, each Owner which is a Commercial Class Member shall be entitled to that number of votes which equals the number of percentage points (calculated to two decimal places) in the Relative Area Percentage relating to such Owner's Parcel. For example, if the Relative Area Percentage of a given Parcel is 2.44%, the Owner of such Parcel would have 2.44 votes within the Commercial Class Membership.

(2) Each Ancillary Association created by a Recorded Tract Declaration for any Ancillary Association Tract within the Commercial Areas shall be a Commercial Class Member, effective on the later to occur of (i) the Commercial Property Development Threshold Date, or (ii) the day after the date of Recording of such Tract Declaration. With regard to any vote within the Commercial Class Membership, each Ancillary Association which is a Commercial Class Member shall be entitled to that number of votes which equals the number of percentage points (calculated to two decimal places) in the Relative Area Percentage relating to the relevant Ancillary Association Tract.

6.1.3 Within the Residential Class Membership and the Commercial Class Membership, the members of the respective Membership Classes (as from time to time constituted) may adopt such rules and procedures as they may deem necessary or appropriate in regard to the timing, initiation and conduct of additional meetings of the members of such Membership Classes, so long as the same do not violate the terms and conditions of this Declaration.

6.2 Tenants. Tenants in Residential Areas or in Commercial Areas shall not be Members.

6.3 Voting Rights of Membership Classes. With respect to any votes within the Master Association, votes shall be cast only by the three aforesaid Membership Classes, and each Membership Class shall have the following voting rights:

6.3.1 Residential Class Membership. The Residential Class Membership shall be entitled in the aggregate to two votes in the Master Association; said votes shall be cast in accordance with the majority of the votes cast by the constituent Members of the Residential Membership Class with respect to such matter or as otherwise set forth in the Residential Tract Declaration (such Members and their respective votes shall be determined as provided in Section 6.1).

6.3.2 Commercial Class Membership. The Commercial Class Membership shall be entitled in the aggregate to two votes in the Master Association; said votes shall be cast in accordance with the majority of the votes cast by the constituent Members of the Commercial Membership Class with respect to such matter (such Members and their respective votes shall be determined as provided in Section 6.1).

6.3.3 Park Class Membership. The owner of the Park Land, as the sole Member of the Park Class Membership, shall be entitled to one vote in the Master Association.

6.4 Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote provided for each Membership Class (i.e., the two votes to which the Residential Class Membership is entitled, the two votes to which the Commercial Class Membership is entitled or the one vote to which the Park Class Membership is entitled, as the case may be), must be cast as a unit; fractional votes shall not be allowed. In the

event that a Membership in a Membership Class is owned by more than one person or entity who are unable to agree among themselves as to how their vote or votes shall be cast within such Membership, they shall lose their right to vote on the matter in question. If any Member in a Membership Class casts a vote representing a certain Membership, it will thereafter be conclusively presumed that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made to the Board, in writing, at or prior to the time the vote is cast.

6.5 Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles, the Bylaws, the BaratHaven Master Association Rules and the Architectural Guidelines, as the same may be amended from time to time.

6.6 Transfer of Membership. The rights and obligations of the owner of a Membership in the Master Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except as provided below in this Section 6.6:

6.6.1 Prior to the date upon which voting control of the Residential Association passes to the lot owners (as contemplated under Subsection 6.1.1 above), BD shall retain all rights, powers and authorities granted to and reserved by BD as the Residential Class Member and Declarant under this Declaration; provided, however, that BD may transfer such rights, powers and authorities to Vantage Homes, Inc, or to any other successor Owner of all or part of the BD Property or Residential Areas, but only if such rights, powers and authorities are transferred in their entirety and are transferred pursuant to a written document executed by BD and effectuating such transfer, a true and accurate copy of which document shall be promptly provided to the Master Association.

6.6.2 Prior to the Commercial Property Development Threshold Date (as contemplated under Subsection 6.1.2 above), BHA shall retain all rights, powers and authorities granted to and reserved by BHA as the Commercial Class Member and Declarant under this Declaration; provided, however, that BHA may transfer such rights, powers and authorities to a successor Owner of all or part of the Commercial Areas, but only if such rights, powers and authorities are transferred in their entirety and are transferred pursuant to a written document executed by BHA and effectuating such transfer, a true and accurate copy of which document shall be promptly provided to the Master Association.

6.6.3 With respect to the Park Class Membership, such Membership shall be transferred to the successor Owner upon any transfer of ownership of the Park Land to another governmental entity.

6.6.4 A transfer of ownership of a Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as is permitted by Missouri law. Any attempt to make a prohibited transfer shall be void. Upon the transfer of ownership of any Parcel (excluding the initial sale by a Declarant) the Board, in its discretion, may assess a reasonable transfer fee to cover administrative costs associated with said transfer of ownership.

ARTICLE 7
ASSESSMENTS AND CREATION OF LIEN

7.1 Creation of Lien and Personal Obligation for Assessments and Maintenance Charges.

7.1.1 Covenant to Pay. Declarants, for each Parcel, Ancillary Association Tract and Lot now or hereafter existing within the Property, hereby covenant and agree, and each Owner by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), each Ancillary Association created by a Tract Declaration (whether or not it shall be so expressed in such Tract Declaration) are deemed to covenant and agree to pay to the Master Association the following, as applicable: (1) Annual Assessments, (2) Special Assessments, and (3) Maintenance Charges. Any Annual Assessments, Special Assessments, Maintenance Charges, and other fees, fines and charges (collectively, the "Assessments") which are the obligation of an Owner or Ancillary Association hereunder, as the case may be, which remain unpaid after the date due, together with interest, costs, collection agency fees, and reasonable attorneys' fees and charges incurred by the Master Association in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien ("**Assessment Lien**") upon the Parcel or the Lot within an Ancillary Association Tract to which such delinquency relates, and, in addition, shall be the personal obligation of the Owner of such Parcel or such Lot at the time when such payment becomes due and payable, as the case may be. The Annual Assessments and Special Assessments against each Parcel or Ancillary Association Tract shall be allocated in the manner provided under Section 7.5; all such Annual Assessments and Special Assessments shall be paid to the Master Association. Notwithstanding any provision in this Subsection 7.1.1 to the contrary, any Assessment Lien against the property of any Owner of a Residential Lot or Residential Tract shall be in favor of, and enforceable by, the Residential Association established under the Residential Tract Declaration, and not the Master Association as provided in Article 8.

7.1.2 Nature of Obligation. The personal obligation for delinquent Assessments and other charges shall not pass to the successors in title of an Owner unless expressly assumed by such successors; provided, however, that the Parcel or the Lot within an Ancillary Association Tract (including Ancillary Association Tracts subject to Residential Tract Declarations) shall remain subject to the lien of the delinquent Assessment, except as provided in Section 8.3. Maintenance Charges may be assessed against any portion of the Property. No Owner or Ancillary Association may waive or otherwise exempt himself or itself, as the case may be, from liability for the Assessments provided for herein. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner and Ancillary Association. No diminution, abatement or set-off shall be allowed by reason of any action or failure to act of the Board or Master Association.

7.1.3 Allocation by Ancillary Associations. In the case of any Assessment which is payable by an Ancillary Association (including a Residential Association), the applicable Tract Declaration may provide for the allocation of such Assessment among the Owners of the Lots contained within the applicable Ancillary Association Tract. Notwithstanding the allocation of such Assessment among such Owners, it shall be the obligation

of the applicable Ancillary Association (including a Residential Association) to collect such Assessment from its members and to pay such amount to the Master Association as and when due. Furthermore, in the case of an Assessment which is payable by a Residential Association, the applicable Residential Tract Declaration may provide for the allocation of such Assessment among Ancillary Associations created pursuant to Tract Declarations relating to discrete portions of the Residential Areas. Notwithstanding the allocation of such Assessment among such Ancillary Associations, it shall be the obligation of the applicable Residential Association to collect such Assessment from its members and to pay such amount to the Master Association as and when due. With respect to any Ancillary Association (except the Residential Association established under the Residential Tract Declaration) whose failure to pay an Assessment in full is due to the default of the Owners of any Lots contained within the applicable Ancillary Association Tract in paying their allocable share of such Assessment to the Ancillary Association, such Ancillary Association shall promptly advise the Master Association of the Owner(s) and Lot(s) in default and of the amount owed by each such Owner, and the Master Association shall have the right to impose an Assessment Lien upon each such Lot for the delinquent amount owed by the Owner thereof (however, as provided in Subsection 7.1.1, the Master Association shall not have the right to impose an Assessment Lien upon any Residential Lot or any Residential Tract, and accordingly, the Residential Association established under the Residential Tract Declaration shall not be obligated to provide the foregoing information to the Master Association with respect to any payment default by the Owner of a Residential Lot or a Residential Tract). For example, if an Ancillary Association's allocable share of an Annual Assessment is \$1,000.00, but such Ancillary Association pays only \$900.00 thereof owing to the failure of the Owner of a Lot within the Ancillary Association Tract to pay the \$100.00 obligation allocated to such Owner by such Ancillary Association in connection with such Annual Assessment, the Ancillary Association shall advise the Master Association of the default of such Owner and of the Lot in question, and the Master Association may thereafter file an Assessment Lien against such Lot. Notwithstanding anything to the contrary set forth herein, however, in the event of a default in payment of Assessments, the Master Association may not impose an Assessment Lien for such delinquent amount upon any greater area than the specific Lot(s) causing the delinquency.

7.2 [Intentionally omitted]

7.3 Annual Assessments. In order to further provide for the uses and purposes specified in Article 9 hereof, including the establishment of replacement, repair and maintenance reserves, in each calendar year, commencing with the first Assessment Period, the Master Association shall prepare and adopt a budget and shall assess against each Parcel, the Ancillary Association Tract subject to the Residential Tract Declaration, and the Ancillary Association Tracts located in Commercial Areas, as the case may be, an Annual Assessment. Subject to the provisions of Section 7.5, the amount of the Annual Assessment shall be in the sole discretion of the Board but shall be determined with the objective of fulfilling the Master Association's obligations under this Declaration and providing for the uses and purposes specified in Article 9. Such Annual Assessments shall be allocated among the respective Parcels, the Ancillary Association Tract subject to the Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas, as the case may be, in the manner provided under Section 7.5.

7.4 Special Assessments. In addition to the Annual Assessments, the Board of the Master Association (by the vote of at least four (4) of the directors on the Board) may levy Special Assessments against each Parcel and the Ancillary Association Tract subject to the Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses. Such Special Assessments shall be allocated among the respective Parcels and the Ancillary Association Tract subject to the Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas in the manner provided under Section 7.5.

7.5 Calculation of Annual Assessments and Special Assessments. The amount of any Annual Assessment or Special Assessment levied against each Parcel and the Ancillary Association Tract subject to the Residential Tract Declaration, and the Ancillary Association Tracts located in the Commercial Areas shall be equal to the product obtained by multiplying the total Annual Assessment or Special Assessment, as the case may be, by the Relative Area Percentage of such Parcel or such Ancillary Association Tract.

7.6 Establishment of Assessment Period. The period for which the Annual Assessments are to be levied (the "**Assessment Period**") shall be the calendar year. The first Assessment Period shall commence on the date of this Declaration, and shall terminate on December 31, 2006. The Board in its sole discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period. The concept of Assessment Periods shall not be applicable to Special Assessments, which, by their nature, may be imposed at irregular intervals, as established in the judgment of the Board.

7.7 Billing and Collection Procedures. The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments, provided that such procedures are not inconsistent with the provisions hereof. The Board may make a good faith estimate of Annual Assessments for each Assessment Period and may collect such Annual Assessments in advance on a monthly, quarterly or annual basis as determined by the Board. Special Assessments may be collected as specified by the Board. The failure of the Master Association to send a bill to the Residential Associations, any Commercial Areas Ancillary Association or any Owner shall not relieve any such Residential Association, any such Commercial Areas Ancillary Association or any such Owner of his or its liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until such party has been given not less than 30 days written notice prior to such foreclosure or enforcement, at the address of such party on the records of the Master Association, that the Assessment or any installment thereof is or will be past due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Commercial Areas Ancillary Association shall be obligated to inform the Master Association in writing of any change of address of any Owner of any portion of the Property within its Ancillary Association Tract. The Residential Association established under the Residential Tract Declaration shall be obligated to inform the Master Association in writing of any change of address of any Owner of any Residential Tract within its respective Ancillary

Association Tract (but shall not be obligated to provide change of address information with regard to any Owner of a Residential Lot). Each Owner of a Parcel shall be obligated to inform the Master Association in writing of any change of address. Notwithstanding the foregoing, Owners of Residential Lots shall not be obligated to inform the Master Association of any change of address. The Master Association shall be under no duty to refund any payments received by it even though the ownership of a Parcel or a Lot within an Ancillary Association Tract changes during an Assessment Period; successor Owners of Parcels shall be given credit for prepayments, on a prorated basis, made by prior Owners.

7.8 Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from ten days after the due date until paid at a rate equal to the lesser of (a) 18% per annum, or (b) the highest rate permitted by law in the State of Missouri, and the Owner or Ancillary Association liable for such payment also shall be liable for all costs, including attorneys' fees and charges, which may be incurred by the Master Association in collecting the same. In addition, the Board may charge a late fee for all delinquent payments. The Board may also Record a notice of delinquency against any Lot or any Parcel as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Master Association for the Master Association's cost in Recording such notice, processing the delinquency and Recording a notice of payment, which fixed fee shall be treated as a collection cost of the Master Association secured by the Assessment Lien. The Master Association shall not be obligated to release any notice Recorded pursuant to this Section until all delinquent Assessments, interest and collection costs have been paid in full, whether or not all of such amounts are set forth in the notice of delinquency provided for in this Section.

7.9 Evidence of Payment of Assessments. Upon receipt of a written request from any Owner or Ancillary Association, and within a reasonable period of time thereafter, the Master Association shall issue to the requesting party a written certificate stating (a) that all Assessments (including interest, costs and attorneys' fees and charges, if any, as provided in Section 7.10) have been paid with respect to any specified Ancillary Association Tract, Lot or Parcel, as the case may be, as of the date of such certificate, or (b) if such have not been paid, the amounts due and payable as of such date. The Master Association may make a reasonable charge for the issuance of such certificates, which charge must be paid at the time the request for any such certificate is made. Any such certificate shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Ancillary Association Tract, Lot or Parcel in question.

7.10 Property Exempted from Assessments. Exempt Property shall be exempt from the Annual Assessments and Special Assessments, but Exempt Property shall not be exempt from the Maintenance Charges provided for in Sections 10.2 and 10.3; from attorneys' fees, costs and expenses as described in Section 12.2; or from the Assessment Lien to secure payment of Maintenance Charges, attorneys' fees and charges, fines, costs and expenses; provided, however, that in the event any change of ownership or use of Exempt Property results in all or any part thereof becoming assessable in any year, the same thereupon shall be subject to all Assessments (prorated as of the date such Exempt Property became subject to Assessments) and the

Assessment Lien therefor. Exempt Property other than the Park Land shall not be entitled to any Membership status.

7.11 Residential Association Responsibilities. Notwithstanding anything in this Article 7 to the contrary regarding the allocation among the respective Owners of the Residential Lots and Residential Tracts of the portion of any Assessment which is applicable to the Residential Lots and Residential Tracts, the Residential Association established by the Residential Tract Declaration shall have the sole and exclusive responsibility for collection of any such Assessment applicable to the Residential Lots and Residential Tracts, and for payment to the Master Association of the portion of any such Assessment which is applicable to the Residential Lots and Residential Tracts and which is due to the Master Association. The Residential Association established by the Residential Tract Declaration shall collect from the Owners of the Residential Lots and the Owners of the Residential Tracts the portion of such Assessment allocable thereto, and shall have available all rights and powers contained in this Article 7, for the purpose of collecting the portion of such Assessment allocable to the Residential Lots and Residential Tracts.

ARTICLE 8
ENFORCEMENT OF PAYMENT OF
ASSESSMENTS AND ASSESSMENT LIEN

8.1 Master Association as Enforcing Body. As provided in Section 8.2, the Master Association shall have the right to enforce payment of any delinquent Assessments.

8.2 Master Association's Remedies to Enforce Payment of Assessments. If any Owner or Ancillary Association fails to pay an Assessment when due, the Master Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and by taking one of such actions, the Master Association shall not prejudice or waive its right to take the other action):

8.2.1 bring an action at law and recover judgment against any Owner who has defaulted in the payment of the portion of such Assessment allocated to the Parcel or Lot of such Owner pursuant to this Declaration (with respect to a Parcel) or any Tract Declaration (with respect to a Lot); and

8.2.2 foreclose the Assessment Lien against the subject Parcel or Lot whose Owner has defaulted in the payment of the portion of such Assessment allocated to such Parcel or Lot pursuant to this Declaration (with respect to a Parcel) or any Tract Declaration (with respect to a Lot), in accordance with the then prevailing Missouri law relating to the foreclosure of real estate mortgages (including any right to recover a deficiency), provided that such Parcel or Lot may be redeemed after foreclosure sale as provided by law, it being understood that the Master Association may bid on the subject property at such a foreclosure sale.

Notwithstanding subordination of an Assessment Lien as described in Section 8.3, the delinquent Owner or Ancillary Association shall remain personally liable for such

Assessment and related costs after such foreclosure or the granting of any deed in lieu of foreclosure, and, in the case of an Ancillary Association, any Owner of any Lot within the subject Ancillary Association Tract obligated to pay any portion of such delinquent Assessment under the applicable Tract Declaration shall remain personally liable for that portion of such Assessment and costs after foreclosure or the granting of any deed in lieu of foreclosure. Notwithstanding the foregoing provisions of this Section 8.2, the rights granted under clause (a) regarding actions at law and under clause (b) regarding foreclosure of any Assessment Lien, as they may apply with respect to an Owner of a Residential Lot or Residential Tract shall solely be in favor of, and recorded and enforced by, the Residential Association established by the Residential Tract Declaration pursuant to the provisions of the Residential Tract Declaration.

8.3 Subordination of Assessment Lien. The Assessment Lien shall be subordinate to any mortgage lien held by, or deed of trust, of which the beneficiary is, a lender who has lent funds with regard to a Parcel, Ancillary Association Tract or Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Subject to the foregoing, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any Parcel, Ancillary Association Tract or Lot. Sale or transfer of any Parcel, Ancillary Association Tract or Lot shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or a deed of trust including the Purchase Money Deed of Trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take such Parcel, Ancillary Association Tract or Lot free of the Assessment Lien for Assessments that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided further, however, that such mortgage or deed of trust foreclosure sale purchaser or grantee shall take title subject to all Assessments, including an Assessment Lien therefor accruing subsequent to the date of issuance of such sheriff's or trustee's deed or deed given in lieu of foreclosure.

ARTICLE 9

USE OF FUNDS; BORROWING POWER

9.1 Purposes for Which Funds May Be Used. The Board shall apply all funds and property collected and received by it (including funds received from Annual Assessments and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Property, by devoting such funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any kind, and to all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Property, which may be necessary, desirable or beneficial to the general common interests of the Property and the respective Owners. Following are some, but not all, of the areas which the Master Association may seek to aid, promote and provide for such common good and benefit: construction and installation of any improvements required or contemplated pursuant to Article 16 (to the extent not provided by other parties), maintenance of all Association Land,

maintenance of monuments in, on and along BaratHaven Drive and in and on other areas of the Property, maintenance of landscaping in, on and along BaratHaven Drive and in and on Common Areas, maintenance of liability insurance, communications, ownership and operation of recreational and other facilities, vehicle storage areas, transportation, health, utilities, public services, safety, and indemnification of officers and directors of the Master Association. Subject to this Declaration, the Articles and the Bylaws, the Master Association may expend its funds in any manner permitted under the laws of the State of Missouri. The Master Association shall not expend funds for the benefit of the Park Land or any Exempt Property being utilized for a public or private school, except with respect to the exercise of any cure rights granted under this Declaration or with respect to any portion of such property which constitutes part of the Common Areas.

9.2 Borrowing Power. The Master Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate; provided, however, that until the aggregate outstanding principal balance of borrowings of the Master Association exceed \$250,000.00, borrowings by the Master Association may be approved by a simple majority of the Board, but any borrowings which would cause the aggregate outstanding principal balance of borrowings of the Master Association to exceed \$250,000.00 shall not be contracted until approved by the unanimous vote of all the votes to which the Residential Class Membership, and the Commercial Class Membership are entitled on this issue. For purposes of this Section 9.2, the principal balance of any borrowings that permit future advances shall be deemed to equal the total amount of all future advances permitted under the terms of such borrowings, whether or not such amounts have been advanced at that time.

9.3 Master Association's Rights in Spending Funds From Year to Year. The Master Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual Assessments or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Master Association shall not be obligated to reduce the amount of a Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Master Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Master Association and the accomplishment of its purposes.

9.4 Eminent Domain. The term "**Taking**" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a Taking or of a threatened Taking of all or any portion of the Association Land, the Board and such persons as the Board may delegate shall represent all of the Members in connection with such Taking. The Board shall act in its sole discretion with respect to any awards made or to be made in connection with such Taking and shall be entitled to make a voluntary sale to the condemning authority in lieu of engaging in a condemnation action. Any awards received on account of a Taking shall be paid to the Master Association. In the event of a total or partial Taking, the Board may, in its sole discretion, retain any award in the general funds of the Master Association or distribute pro rata all or a portion thereof to the Members and all holders of liens and encumbrances, as their interests may appear of record, at a uniform rate per Membership.

9.5 Insurance.

9.5.1 Authority to Purchase. The Master Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Association Land, the Common Areas maintained by the Master Association and upon other areas maintained by the Master Association, or as a result of Master Association activities, in a total amount of not less than One Million Dollars (\$1,000,000), to be determined by the Board in its discretion. If reasonably available, the Master Association shall obtain officers and directors liability insurance in an amount deemed prudent by the Board. In addition, the Master Association may carry any other insurance coverage which the Board in its discretion deems necessary or desirable. Any deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance. Without limiting the foregoing, the additional insurance coverage which the Master Association is specifically authorized and empowered to obtain, in its discretion, shall include contractual liability insurance to cover any indemnity undertaken by the Master Association in this Declaration or in any agreement entered into with third parties pursuant to this Declaration, and/or special extended coverage insurance with respect to the Association Land and the Common Areas.

9.5.2 Individual Responsibility. It shall be the responsibility of each Owner and Resident or other person to provide for himself or itself insurance on such party's property interests within the Property, including, without limitation, improvements thereon, furnishings and personal property therein, and public liability insurance. Neither the Master Association (including any Board member) nor Declarants shall be liable to any person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Master Association or if the amount of insurance is inadequate.

9.5.3 Insurance Claims. The Master Association hereby is appointed and authorized irrevocably by the Owners and the Ancillary Associations to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Master Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any policy purchased by the Master Association. All proceeds from insurance acquired by the Master Association shall be payable to the Master Association. Any proceeds resulting from damage to the Association Land or the Common Areas maintained by the Master Association shall be used to repair the damage. Any excess proceeds may be retained by the Master Association as reserves or to reduce future Assessments or, if distributed to Members, such proceeds shall be distributed to Members and their mortgagees as their interests may appear at a uniform rate per Membership.

9.6 Reserve Fund. The Board shall establish a reserve fund for the maintenance, repair and replacement of the Association Land and the Common Areas maintained by the Master Association from the Annual Assessments received by the Master Association.

ARTICLE 10

MAINTENANCE

10.1 Common Areas and Public Rights-of-Way.

10.1.1 Areas of Master Association Responsibility. The Master Association, through the Board, shall maintain and otherwise manage all Common Areas and the improvements thereon; provided, however, that the Master Association shall not be responsible for providing or maintaining the Local Streets. The Master Association shall maintain any landscaping, improvements and structures which are located on Common Areas within the boundaries of the Property and which are identified on a Recorded instrument as Common Areas intended for the general benefit of the Owners and Residents of the Property, provided, however, that the Master Association shall not be required to maintain (but may elect to maintain) areas which (i) the City of Dardenne Prairie, an improvement district, or other governmental entity is or should be maintaining, (ii) an Ancillary Association is required under a Tract Declaration to maintain (other than Common Areas), or (iii) are areas, the maintenance of which would, in the sole and absolute discretion of the Board, benefit the Master Association. Notwithstanding anything to the contrary contained herein, the Board shall have discretion to enter into an agreement or agreements with the City of Dardenne Prairie, the Missouri Department of Transportation or other governmental entities to permit the Master Association to upgrade and/or maintain landscaping on property owned by the City of Dardenne Prairie, the State of Missouri or such other governmental entity, whether or not such property is located within boundaries of the Property, if the Board determines that such an agreement or agreements would benefit the Master Association.

10.1.2 Standard of Care. The Board shall use a reasonable standard of care in providing for the repair, management and maintenance of the Common Areas and other areas and facilities maintained by the Master Association; provided, however, that the Board shall be the sole judge as to the appropriate maintenance of all such areas, and shall be vested with exclusive discretion in exercising its responsibilities in regard thereto. The Common Areas shall be used at the risk of the user.

10.1.3 Assumption or Delegation of Responsibilities. The Board may cause the Master Association to contract with others for the performance of the maintenance and other obligations of the Master Association under this Article and, in order to promote uniformity and harmony of appearance, the Board may also cause the Master Association to contract to provide maintenance services to Owners of Parcels and to Ancillary Associations in exchange for the payment of such fees as the Master Association and such Owners and/or Ancillary Associations, as the case may be, may agree upon.

10.2 Assessment of Certain Maintenance Costs. In the event that the need for maintenance or repair of Common Areas, structures and other property maintained by the Master Association is caused through the willful or negligent acts or omissions of any Ancillary Association or Owner, or such Owner's family, guests, tenants or employees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Ancillary Association Tract or such Owner's Parcel is subject or to which the Ancillary

Association Tract of which such Owner's Lot is a part is subject (as the case may be) and shall be secured by the Assessment Lien. Any charges or fees to be paid by an Ancillary Association or by an Owner of a Parcel pursuant to Subsection 10.1.3 in connection with a contract entered into by the Master Association and such Ancillary Association or Owner, as the case may be, for the performance of maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

10.3 Improper Maintenance and Use of Lots and Parcels. In the event that any portion of any Parcel, Ancillary Association Tract or Lot is maintained so as to present a nuisance or substantially detract from the appearance or quality of the surrounding Parcels, Ancillary Association Tracts or Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event that any portion of a Parcel, Ancillary Association Tract or Lot is being used in a manner which violates this Declaration or any applicable Tract Declaration, or in the event that the Owner of any Parcel or Lot or an Ancillary Association fails to perform any of its obligations under this Declaration, any Tract Declaration, the BaratHaven Master Association Rules or the Architectural Guidelines, the Board may, by resolution, make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner or Ancillary Association that unless corrective action is taken within 30 days, the Board may cause such action to be taken at the cost of such Owner or Ancillary Association. If at the expiration of such 30 day period the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner or Ancillary Association, as the case may be, and the Owner's Lot or Parcel or the Ancillary Association Tract, as the case may be, is subject and shall be secured by the Assessment Lien.

10.4 Easement for Maintenance Responsibilities. The Master Association hereby is granted and shall have a perpetual, non-exclusive easement upon, across, over and under the Parcels, Ancillary Association Tracts, Lots and all other areas in the Property for the purpose of constructing, repairing, maintaining and replacing any Common Areas Improvements or other improvements which the Master Association has the right to construct, repair, maintain and/or replace under this Declaration, and for the purpose of performing any and all of the Master Association's other rights, duties and obligations hereunder.

ARTICLE 11

ARCHITECTURAL COMMITTEE

11.1 Committees.

11.1.1 A Commercial Architectural Review Committee consisting of two or more persons may be appointed by the Commercial Class Member(s). Unless and until the Commercial Architectural Committee has been appointed by the Commercial Class Member(s), the Commercial Class Member(s) shall exercise all of the powers and perform all of the duties of that committee, and until the appointment of the Commercial Architectural Committee, all references in this Declaration to the "Commercial Architectural Review Committee" or the

"Commercial Committee" shall be construed as referring to the Commercial Class Member(s) acting as the Architectural Review Committee.

11.1.2 A Residential Architectural Review Committee consisting of two or more persons may be appointed by the Residential Class Member(s). Unless and until the Residential Architectural Committee has been appointed by the Residential Class Member(s), the Residential Class Member(s) shall exercise all of the powers and perform all of the duties of that committee, and until the appointment of the Residential Architectural Committee, all references in this Declaration to the "Residential Architectural Review Committee" or the "Residential Committee" shall be construed as referring to the Residential Class Member(s) acting as the Residential Architectural Review Committee. Notwithstanding the foregoing provisions of this Subsection 11.1.2, however, after completion of initial construction of any improvement on a Residential Lot, any subsequent modification, alteration, or change by an Owner of such improvement shall be governed by the approvals and decisions of the Residential Association pursuant to the provisions of the Residential Tract Declaration

11.2 Commercial Architectural Guidelines. The Commercial Architectural Committee may draft and adopt the Commercial Architectural Guidelines. The Commercial Architectural Guidelines may be modified from time to time by the Commercial Architectural Committee. Except as otherwise provided herein, all construction and all signage on the Commercial Areas shall be in compliance with the Commercial Architectural Guidelines. The Commercial Architectural Guidelines shall be administered and interpreted by the Commercial Architectural Committee. The Commercial Architectural Committee may take such action as it deems appropriate to enforce compliance with the Commercial Architectural Guidelines.

11.3 Residential Architectural Guidelines. The Residential Architectural Committee may draft and adopt Residential Architectural Guidelines applicable to the Residential Areas. The Residential Architectural Guidelines may be modified from time to time by the Residential Architectural Committee. Except as otherwise provided herein, all construction and all signage on the Residential Areas shall be in compliance with the Residential Architectural Guidelines. The Residential Architectural Guidelines shall be administered and interpreted by the Residential Architectural Committee. The Residential Architectural Committee may take such action as it deems appropriate to enforce compliance with the Residential Architectural Guidelines.

11.4 Purpose. The respective Architectural Committees shall regulate the external design and appearance of buildings and improvements on the portions of the Property subject to their respective jurisdiction, and the construction of such buildings and improvements, so as to (a) promote those qualities in the environment that bring value to the BaratHaven Project, and (b) foster the attractiveness and functional utility of the BaratHaven Project, including a harmonious relationship among structure, vegetation and topography.

11.5 Basic Commercial Building Standards. Construction or alteration of all buildings within the Commercial Areas shall meet the following standards (unless the same is expressly waived in any instance by the Commercial Architectural Committee):

11.5.1 Any such building shall be of fire resistant construction. "Wood frame residential" type construction shall not be permitted.

11.5.2 No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered and installed in a manner approved in writing by the Commercial Architectural Committee.

11.5.3 All Buildings shall be constructed with exterior finish materials comparable to those used in the existing buildings, or such other materials as may have been approved in writing by the Commercial Architectural Committee. The Commercial Architectural Committee may, in its sole discretion, approve or disapprove all exterior finish materials.

11.5.4 All buildings and improvements shall be constructed in compliance with the Commercial Architectural Guidelines.

11.6 Criteria for Review. The governing Architectural Committee shall review all applications for alterations or improvements, considering:

11.6.1 the purpose of such design review as provided in this Declaration;

11.6.2 the harmony, integrity and conformity of exterior design, color, and location relating to surrounding structures and topography;

11.6.3 relation of the proposed improvements to the natural topography, grade and finished ground elevation;

11.6.4 relation of the structure to that of neighboring structures and to natural features of the Property;

11.6.5 relation to the overall community design of the BaratHaven Project;

11.6.6 the character of the exterior materials, and the quality of the exterior workmanship to be employed;

11.6.7 conformity of the plans and specifications to the provisions of, and the purpose and general plan and intent of, this Declaration and the governing Architectural Guidelines;

11.6.8 maintenance responsibilities and duties as specified in this Declaration.

The governing Architectural Committee shall not arbitrarily or unreasonably withhold its approval of proposed improvements or alterations. The governing Architectural Committee may, however, condition its approval of proposals or plans and specifications for any improvement (1) on such changes therein as it deems appropriate; (2) upon the agreement by the applicant to grant reasonable and appropriate easements to the Board for maintenance purposes, (3) upon the agreement of the applicant to reimburse the Board for the costs of maintenance, or all of the

above, and (4) upon such other terms and conditions as the governing Architectural Committee may reasonably require. Additionally, the governing Architectural Committee may require submission of additional plans and specifications or other information prior to approving or disapproving any proposal. The governing Architectural Committee may promulgate standard forms for use by applicants in connection with submittals and requests.

11.7 Review Procedures. The respective Architectural Committees shall adopt rules or guidelines setting forth procedures for the submission and review of plans for improvements or alterations. Such procedures shall be consistent with the following:

11.7.1 The governing Architectural Committee may require that each application for approval be accompanied by a reasonable fee, which may be uniform or may be based upon any other reasonable criteria such as the estimated cost of the construction, alteration or addition contemplated.

11.7.2 The governing Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Review of any plan submitted for approval may be postponed until the governing Architectural Committee has received any plans, specifications or other materials referred to in this subsection.

11.7.3 Decisions of the governing Architectural Committee and the reasons for the decisions shall be transmitted to the applicant at the address set forth in the application. If the governing Architectural Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after they have been submitted, then such plans and specifications shall be deemed to have been approved as submitted; provided, that for purposes of this subsection, such plans and specifications shall not be deemed to have been submitted until all additional information or detail (if any) requested by the governing Architectural Committee has been received by the governing Architectural Committee.

11.7.4 In the case of a decision made by the governing Architectural Committee, or by the Commercial Class Member(s) acting as the Commercial Architectural Committee, or by the Residential Class Member(s) acting as the Residential Architectural Committee, the decision shall be conclusive and binding on all affected parties (subject to the arbitration provisions set forth in this Declaration),.

11.8 Compliance with Legal Requirements. Approval by the governing Architectural Committee of any proposed alteration or improvement shall not be construed as a determination that the proposed work complies with the provisions of any building or zoning code or other governmental requirement. The Owner proposing to undertake such construction or alteration shall be solely responsible for complying with all applicable governmental requirements and obtaining all necessary permits and approvals, and shall submit evidence of such compliance to the governing Architectural Committee on request. Furthermore, approval by the governing Architectural Committee of any proposed plans for alteration or improvement shall not be construed as a determination that the proposed plans are free from defects, and neither the

respective Class Member(s) nor governing Committee shall be liable to any person for any loss, damage, expense or liability incurred by such person caused by defects in plans approved by the governing Architectural Committee, and the Owner constructing such improvement is solely responsible for any defects in such plans.

11.9 Diligence in Completion. After obtaining approval by the governing Architectural Committee and satisfying all applicable governmental requirements, the Owner proposing any alteration or improvement shall proceed diligently with construction and shall notify the governing Architectural Committee of the completion of construction within ten (10) days after such completion.

11.10 Noncompliance. Each Architectural Committee shall have power to enforce compliance with this Article with respect to any area within its purview, in accordance with the following provisions:

11.10.1 The governing Architectural Committee may request that the Board exercise its right to impose sanctions for violations of this Declaration and/or the governing Architectural Guidelines, and, acting in the name of the Board, may apply to any court of competent jurisdiction for relief, including, but not limited to, injunctive or other equitable relief against any Owner or other person who undertakes or threatens to undertake any alteration or improvement that has not been approved by the Committee.

11.10.2 With the approval of the Board, the governing Architectural Committee may, at the cost of the Board, take such action as is reasonably necessary to remedy any noncompliance. Upon completion of any such action, the governing Architectural Committee shall notify the Owner responsible for the noncompliance of the cost (including attorneys' fees and other professional fees, if any) of the remedial action, and such Owner shall reimburse the Board for such cost within 15 days after the date of such notice. If such Owner fails to make such reimbursement within such 15-day period, the governing Architectural Committee shall notify the Board of such failure, and the Board shall assess such cost against all Lots owned by such Owner in the manner and with the effect specified in Articles 7 and 8 above.

11.10.3 The governing Architectural Committee or its duly authorized representative may at any time inspect any improvement for which approval of plans is required, except that the governing Architectural Committee's right to inspect improvements or alterations for which plans have been submitted and approved shall terminate one hundred eighty (180) days after completion of such improvements or alterations. The governing Architectural Committee's right to make inspections shall not terminate pursuant to this subsection if plans for such improvements or alterations were not approved by the governing Architectural Committee.

11.10.4 If, as a result of an inspection conducted pursuant to Subsection 11.10.3, the governing Architectural Committee finds that an improvement or alteration was done without obtaining the governing Architectural Committee's approval or was not done in substantial compliance with plans approved by the governing Architectural Committee, it shall notify the Owner in writing of the failure to comply, specifying the particulars of noncompliance.

RECORD AS IS



11.10.5 If the Owner disputes the governing Architectural Committee's determination of noncompliance, it may, within thirty (30) days after the date of the governing Architectural Committee's notice, exercise the arbitration rights granted under this Declaration. If the noncompliance is creating an emergency situation, the Board or the governing Architectural Committee may take such reasonable actions as it deems necessary and in the best interests of the Project and the Owners collectively, notwithstanding that an arbitration proceeding has been requested or is pending.

11.10.6 Any Owner of property who is determined to have made alterations or improvements in violation of the provisions of this Article shall remedy such violation within thirty (30) days after the governing Architectural Committee has given notice of such violation or, if such Owner has requested arbitration pursuant to Section 14.17, within thirty (30) days after the date of any notice that the arbitration panel has found such violation to exist.

11.11 Variances. The governing Architectural Committee shall have power, with respect to any area within its purview, to authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions on size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any such variance must be evidenced by a document signed by a majority of the members of the governing Architectural Committee and recorded in the records of the Recorder of St. Charles County, Missouri. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall any such variance limit any Owner's independent obligation to comply with all applicable governmental requirements.

11.12 Approvals Set No Precedents. The approval by either Architectural Committee of any plans, specifications, drawings or other proposal for any alteration or improvement shall not constitute approval of, or require the such Architectural Committee to approve, any similar plans, specifications, drawings or other proposal pending concurrently or subsequently submitted for approval.

11.13 Meetings.

11.13.1 The Commercial Architectural Committee shall meet from time to time as necessary to perform its duties hereunder, and shall meet whenever instructed by the Commercial Class Member(s) to do so. The quorum for any meeting of the Commercial Architectural Committee shall be a simple majority of the members of the Commercial Architectural Committee. The Commercial Architectural Committee may from time to time by unanimous resolution designate a representative (who may, but need not, be one of its members) to take any action or perform any duties on behalf of the Commercial Architectural Committee, except that the Committee's power to grant variances pursuant to Section 11.11 may not be so delegated. In the absence of such a designation, the vote of a majority of the members of the Commercial Architectural Committee at a meeting at which a quorum is present, or the unanimous written consent of the members of the Commercial Architectural Committee taken in lieu of a meeting, shall constitute the act of the Commercial Architectural Committee.

RECORD AS IS

11.13.2 The Residential Architectural Committee shall meet from time to time as necessary to perform its duties hereunder, and shall meet whenever instructed by the Residential Class Member(s) to do so. The quorum for any meeting of the Residential Architectural Committee shall be a simple majority of the members of the Residential Architectural Committee. The Residential Architectural Committee may from time to time by unanimous resolution designate a representative (who may, but need not, be one of its members) to take any action or perform any duties on behalf of the Residential Architectural Committee, except that the Committee's power to grant variances pursuant to Section 11.11 may not be so delegated. In the absence of such a designation, the vote of a majority of the members of the Residential Architectural Committee at a meeting at which a quorum is present, or the unanimous written consent of the members of the Residential Architectural Committee taken in lieu of a meeting, shall constitute the act of the Residential Architectural Committee.

11.14 Compensation of Members. No members of the Architectural Committees shall receive compensation for their services as such, other than reimbursement for actual expenses incurred by them in the performance of their duties hereunder. Any representative of the Commercial Architectural Committee designated pursuant to Section 11.13.1 may be compensated in such manner and amount as may be approved by the Commercial Class Member(s). Any representative of the Residential Architectural Committee designated pursuant to Section 11.13.2 may be compensated in such manner and amount as may be approved by the Residential Class Member(s).

11.15 Address. Unless either Architectural Committee shall otherwise specify by notice to all Owners, all requests for approval under this Article 11 shall be submitted in person or by registered or certified mail to the principal office of the Board, directed to the attention of the respective Architectural Committee.

ARTICLE 12

RIGHTS AND POWERS OF MASTER ASSOCIATION

12.1 Master Association's Rights and Powers As Set Forth in Articles and Bylaws. In addition to the rights and powers of the Master Association set forth in this Declaration, the Master Association shall have such rights and powers as are set forth in the Articles and Bylaws, which shall include all rights and powers as may be reasonably necessary in order to effect the purposes of the Master Association as set forth herein. After incorporation of the Master Association, a copy of the Articles and Bylaws of the Master Association shall be available for inspection by Members, prospective purchasers, mortgagees and other persons or entities with an interest in the Property at the office of the Master Association during reasonable business hours.

12.2 Enforcement of Provisions. The Master Association and both Architectural Committees, each as the agent and representative of the Members and the Owners of a Lot within an Ancillary Association Tract, shall have the right (without obligation) to enforce, by any arbitration proceeding (in accordance with Section 14.17), the Covenants, the Articles, the Bylaws, the BaratHaven Master Association Rules and the Architectural Guidelines and any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or

easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Master Association . The Master Association is authorized to impose sanctions for violations, which sanctions may include reasonable monetary fines and suspension of voting rights and/or the right to use any recreational facilities on the Common Areas as provided in Subsection 3.1.2. In the event that arbitration is instituted or an attorney is retained to enforce the terms of this Declaration or other document as described in this Section, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees and charges, costs of investigation and other related expenses incurred in connection therewith, and if the Master Association or an Architectural Committee is the prevailing party, the above-described fines and also such party's administrative costs and fees. Attorneys' fees and charges, costs and expenses adjudged against an Owner or an Ancillary Association shall be the personal liability of the breaching Owner or Ancillary Association and shall also be secured by the Assessment Lien against such Owner's Parcel or Lot within an Ancillary Association Tract. If the Master Association and the governing Architectural Committee shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request by a Member or Owner of a Lot within an Ancillary Association Tract to do so, then any such Member or Owner may enforce the provisions of the Declaration at his or its own expense by an appropriate arbitration action (in accordance with Section 14.17). Notwithstanding anything to the contrary set forth in this Declaration, and in addition to any other remedial rights available to the Master Association or the governing Architectural Committee under this Declaration, the Master Association, the governing Architectural Committee or a member of the governing Architectural Committee shall have the right to seek declaratory and/or injunctive relief from a court of law in the event that any party: (i) seeks a building permit regarding any part of the Property governed by such Architectural Committee, or (ii) commences development or construction activities on any part of the Property governed by such Architectural Committee, without having first obtained all approvals from the Architectural Committee which this Declaration requires as a precondition to such actions.

12.3 Contracts with Others for Performance of Master Association's Duties. Subject to the restrictions and limitations contained herein, the Master Association may enter into contracts and transactions with other parties, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more members of the Board or officers of the Master Association or members of any committee of the Master Association are employed by or otherwise connected with such parties or their affiliates, provided that the fact of such interest shall be disclosed or known to the Master Association and provided further that the contract or transaction is fair and reasonable.

12.4 Procedure for Change of Use of Association Land. Upon adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land owned or leased by the Master Association is no longer in the best interests of the Members, the Board shall have the power and right to change the use thereof.

12.5 Procedure for Alteration of Association Land; Contracts Concerning the Common Areas. Although it is not presently anticipated that the Master Association will own fee title to

any Association Land, in the event that the Master Association does at any time own fee title to any Association Land, then the following provisions of this Section 12.5 shall be applicable with respect to such Association Land. The Master Association shall have the right to dedicate or transfer all or any part of the Association Land owned by the Master Association to any public agency, authority or utility as provided in Subsection 3.1.3. In addition, the Master Association shall have the right to change the size, shape or location of any part of the Association Land owned by the Master Association, to exchange such Association Land for other property or interests which becomes Association Land, and to abandon or otherwise transfer such Association Land (to an owner of property contiguous to such Association Land) upon the adoption of a resolution by the Board stating that ownership and/or use of the relevant Association Land is no longer in the best interests of the Members and shall not substantially adversely affect any Owner of contiguous property. Notwithstanding the foregoing, in the event that such change may have a material adverse effect upon any Owner of contiguous property, such change shall not be made without the written consent of such Owner.

ARTICLE 13

TERM; AMENDMENTS; TERMINATION

13.1 Term; Method of Termination. This Declaration shall be effective upon the date of Recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date that this Declaration is Recorded. From and after such date, this Declaration, as amended, shall be extended automatically for successive periods of ten years each. Notwithstanding the foregoing, however, any interest in real property which may vest at any time in the future as a result of this Declaration shall vest, if at all, within twenty-one years of the death of the last to survive of the now living descendants of George H. W. Bush, 41st president of the United States of America, or such longer vesting period as is allowed by law. This Declaration may be terminated at any time upon the unanimous vote of the Board of Directors of the Master Association in favor of termination at a meeting held for such purpose. If the necessary votes are cast in favor of termination, the Board shall cause to be Recorded with the County Recorder of St. Charles County, Missouri, a certificate of termination. Thereupon this Declaration shall have no further force and effect and the Master Association shall be dissolved pursuant to the terms set forth in the Articles. Any Master Association funds remaining following such termination and dissolution shall be distributed to the Members and their mortgagees as their interests may appear at a uniform rate per Membership. In the event of a termination of this Declaration as aforesaid, upon such termination the Master Association's interest in any Common Areas shall be vested in the then current Owners of the Property as tenants in common.

13.2 Amendment of Declaration.

13.2.1 (1) This Declaration may be amended at any time upon a vote of at least four Directors of the Board of Directors of the Master Association at a meeting held for such purpose, or upon the written consent of at least four Directors of the Board of Directors of the Master Association acting without a meeting. Following such an affirmative vote or written consent, the Board shall cause the amendment to be Recorded

with the County Recorder of St. Charles County, Missouri. This Declaration may be amended with respect to all or any portion of the Property covered hereby. In addition, at any time, Declarants shall have the right to amend this Declaration to comply with applicable law or to correct any error or inconsistency in this Declaration if such amendment does not adversely affect the rights of a Member or the Owner of a Lot in an Ancillary Association Tract.

(2) Notwithstanding the foregoing paragraph (1), however, in all instances in which a proposed amendment relates to portions of this Declaration which (or which would after such amendment) directly affect or apply to the Park Land or the rights, duties or obligations of the Park Class Membership or the Director appointed by the Park Class Membership (the "**Park Class Director**"), the vote or consent of the Park Class Director shall be required in order for such amendment to be effective; in all other instances, however, the vote or consent of the Park Class Director shall not be required as a condition to the effectiveness of such amendment. Solely for purposes of illustration (and not in limitation of the foregoing), if an amendment would subject any portion of the Park Land to assessment, or would impose additional restrictions or limitations with respect to the Park Land, then such amendment would require the vote or consent of the Park Director in order to be effective, in addition to the vote or consent of at least three (3) of the other Directors. Notwithstanding the foregoing provisions of this paragraph (2), however, the aforesaid requirement regarding vote or consent of the Park Director shall be deemed waived in the event that the Park Director fails to respond to a proposed amendment within thirty (30) days after such amendment has been transmitted to the Park Director by hand delivery, by certified or express mail, return receipt requested, or by nationally recognized overnight delivery service for next business day delivery; in that case, the vote or consent of the other four (4) directors shall be sufficient for such amendment to be effective.

13.2.2 In addition to any amendment permitted under Subsection 13.2.1, the Residential Declarant is granted the power to amend this Declaration, as this Declaration applies to the Ancillary Association Tract governed by the Residential Tract Declaration, for the limited purpose of complying with the requirements or guidelines of the Federal Housing Administration or Veteran's Administration or any other secondary mortgage market agency that insures or guarantees mortgage loans, pursuant to the following procedures:

(1) In the event that the Residential Declarant desires to cause such an amendment, the Residential Declarant shall deliver to the Board the draft of such proposed amendment.

(2) The Board, within thirty (30) days after receipt of such draft amendment, shall by majority vote either (i) approve such draft, and notify the Residential Declarant in writing of such approval, or (ii) reject the draft, giving the Residential Declarant written notice of the Board's specific objections thereto (which may include objections that the proposed amendment would materially and adversely affect the rights of Owners of other portions of the Property, that the scope of the proposed amendment exceeds that required to comply with the new requirement or guidelines of the applicable

agency, that the technical drafting of the proposed amendment does not properly integrate with the existing terms of this Declaration, or other similar material good faith objections).

(3) In the event that the Board rejects such proposed amendment, the Residential Declarant may thereafter revise the draft of such amendment to address the objections raised by the Board and submit such revised draft to the Board, in which case the Board shall again have the review rights provided under paragraph (2) of this Subsection 13.2.2. In the event that the Residential Declarant believes that the Board has acted arbitrarily or unfairly in rejecting a proposed amendment based on the criteria set forth in this Subsection, the matter may be submitted to arbitration pursuant to Section 14.17, and if the arbitrator(s) determine that the Board in fact acted arbitrarily or unfairly in rejecting such proposed amendment, the arbitrator(s) may issue a written decision directing the Board to approve such amendment.

(4) In the event that the Board approves such proposed amendment as aforesaid (or is directed to approve such amendment by an arbitration decision as provided above), following the issuance of such written approval (or such arbitration decision), the Residential Declarant may execute such amendment and shall thereafter Record the same with the County Recorder for St. Charles County, Missouri (attaching thereto a copy of the written approval of the Board or the applicable arbitration decision, as the case may be).

ARTICLE 14 **MISCELLANEOUS**

14.1 Interpretation of the Covenants. Except for judicial construction, the Master Association (acting by and through its Board) and the Architectural Committees shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by the Master Association or the Architectural Committees, as the case may be, shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants.

14.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

14.3 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

14.4 Rules and Regulations. In addition to the right to adopt BaratHaven Master Association Rules on the matters expressly mentioned elsewhere in this Declaration, the Master Association (through its Board and committees) shall have the right to adopt rules and

regulations with respect to all other aspects of the Master Association's rights, activities and duties, provided that such rules and regulations are not inconsistent with the provisions of this Declaration or any applicable Architectural Guidelines.

14.5 Declarants' Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as may be expressly set forth otherwise on a Recorded plat or other Recorded instrument, Declarants make no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by Declarants (other than the Property) is or will be subjected to this Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

14.6 No Warranty of Enforceability. While Declarants have no reason to believe that any of the Covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarants make no warranty or representation as to the present or future validity or enforceability of any such Covenants. Any Owner acquiring a Parcel or a Lot within the Property in reliance on one or more of the Covenants shall assume all risks of the validity and enforceability thereof and by acquiring any such Parcel or Lot agrees that Declarants shall have no liability therefor.

14.7 References to the Covenants in Deeds. Deeds or any instruments affecting any part of the Property may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the Covenants shall be binding upon the grantee Owner or other person claiming through any instrument and such grantee Owner's heirs, executors, administrators, successors and assigns.

14.8 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

14.9 Captions and Titles. All captions, titles or headings of the Articles and Sections and Subsections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

14.10 Notices. If notice of any action or proposed action by the Board, an Architectural Committee, or of any other committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Member, Ancillary Association or Owner, then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is (a) published once in any newspaper in general circulation within the City of O'Fallon, the City of Dardenne Prairie or the Property, and (b) either (i) mailed to the last know address of such Member, Ancillary Association or Owner or (ii) posted upon the property in question. This Section shall not be

construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner. If notice is made by mail, it shall be deemed to have been received 24 hours after such notice has been deposited in the United States mail, postage prepaid, addressed to such person or entity at the address given by that person or entity to the Master Association for the purpose of service of such notice, or to the address of a Parcel or Lot owned by an Owner if no address has been given. Notice to the Board or the Architectural Committee shall be delivered or sent by certified mail to the office of the Master Association.

14.11 Exhibits. All exhibits attached to this instrument are hereby incorporated herein by this reference and made a part hereof.

14.12 Consents. Except as otherwise expressly provided under this Declaration, in each instance where a decision or determination is required on the part of the Board or either Architectural Committee, such entity shall act reasonably and in good faith and shall not unreasonably delay the making of such decision or determination.

14.13 Dispute. In the event of any dispute relating to the terms of this Declaration, the Architectural Guidelines, the BaratHaven Master Association Rules or other matters hereunder (including any determination or decision rendered by the Board or either Architectural Committee), the Declarants, the Owners, the Ancillary Associations, the Master Association and any other parties shall have any and all rights and remedies provided under Section 14.17.

14.14 BaratHaven Servicemark. The name "BaratHaven" (and the associated stylized symbol) shall be a servicemark registered with the United States Patent and Trademark Office, and shall be owned and controlled by the Master Association. The Master Association shall have exclusive rights to the use of the "BaratHaven" servicemark and shall have the exclusive authority to regulate the use thereof by other parties. No party, whether subject to this Declaration or otherwise, shall use the "BaratHaven" servicemark without the prior written consent of the Master Association, and the Master Association shall have the power and authority to require that users of the "BaratHaven" servicemark must enter into a written license agreement in a form approved by the Master Association (in its discretion), providing the specific terms, conditions and restrictions applicable to such use of the "BaratHaven" servicemark. Notwithstanding the foregoing, each of the Declarants and their respective successors and one or more assigns shall have the right to use the "BaratHaven" name in connection with the permanent names assigned to their respective developments within the BaratHaven project.

14.15 Location. The locations depicted on the Master Development Plan regarding the Streets, the Lots in the Residential Areas, entrance monuments and other proposed improvements to the Property are intended to be illustrative of the general location thereof, and the exact size, configuration and location thereof shall be subsequently determined in connection with the specific plans for such improvements.

14.16 Counterparts. This Declaration may be executed in one or more identical counterparts, each of which, when so executed, shall constitute one agreement, binding on each

of the parties hereto notwithstanding the fact that all of the parties hereto may not have signed the same original counterparts.

14.17 Arbitration.

14.17.1 Any controversy or claim arising out of or relating to this Declaration or to the interpretation, breach or enforcement of this Declaration (including any dispute concerning the construction or validity of this arbitration clause or whether a given issue is subject to arbitration hereunder), shall be settled by arbitration, pursuant to the following procedure:

(1) Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "**Arbitration Rules**"), as amended or supplemented by the terms and conditions of this Section 14.17. Any party seeking to invoke arbitration hereunder must notify the adverse party in writing (the "**Arbitration Notice**"), stating that such party is invoking the provisions of this Section 14.17. The parties to such arbitration are referred to herein as the "**Disputing Parties**".

(2) The arbitration process starts on the date when any party issues an Arbitration Notice to another party (the "**Commencement Date**"). Except as otherwise expressly provided herein, such Arbitration Notice must be issued within one year after the aggrieved party first obtained knowledge of the action or event giving rise to the claim, and failure to issue an Arbitration Notice within such time period shall be deemed a waiver by such party of the right to commence such proceeding. A copy of the Arbitration Notice shall also be sent simultaneously by the commencing party to the American Arbitration Association office for St. Louis City and County, Missouri.

(3) Unless the parties to the controversy in question agree upon a mutually acceptable arbitrator, the American Arbitration Association shall, within ten business days after the Commencement Date, furnish a panel of nine arbitrators (each having substantial experience with matters relating to development of commercial and/or residential real estate projects) from which the Disputing Parties shall, within ten business days, select the arbitrators to hear the controversy and dispute, such selection to be made in the manner provided under the Arbitration Rules (provided, however, that each party shall have the right to arbitrarily strike two of the names on the list of possible arbitrators). The number of arbitrators to hear and decide the matter (the "**Arbitrator(s)**") shall be three, unless the parties agree in writing to a different number or agree upon a mutually acceptable sole Arbitrator.

(4) Within ten business days following the selection of the Arbitrator(s), each of the Disputing Parties will file an arbitration summary with the Arbitrator(s) and provide a copy to the other Disputing Parties. The summary shall not exceed ten pages and shall concisely identify the issues, describe such Disputing Party's position and the basis for it, explain the relief sought, identify the Disputing Party's advocates and representatives at the hearing, and indicate the matters which such Disputing Party will address. Any verified witness statements or other documents to be

used must be submitted at this time. Any documents responsive to the other Disputing Party's summary must be submitted to the Arbitrator(s) and the other Disputing Party(ies) within ten business days after receipt of that summary or three business days before the scheduled arbitration hearing, whichever occurs first. The Arbitrator(s) will review the arbitration summary and any documents submitted prior to the hearing to become familiar with the issues and the parties' respective positions.

(5) The Arbitrator(s) shall establish the hearing date, which will be within ten business days after the selection of the Arbitrator(s) (or such other date as the Arbitrator(s) may specify, bearing in mind that time is of the essence in resolving any such dispute hereunder). The locale of any such arbitration proceedings shall be within St. Louis County, Missouri. The Arbitrator(s) shall notify the Disputing Parties of the specific time and place of the hearing.

(6) Each Disputing Party will present its case through its selected advocates, representatives and appropriate expert witnesses; such advocates, representatives and witnesses will not be subject to examination by the other Disputing Parties, but will be subject to examination by the Arbitrator(s). Each Disputing Party must cause a duly authorized representative of such party to be present at the hearing. Each Disputing Party will have the opportunity to respond to points raised by the other Disputing Parties until the Arbitrator(s) are satisfied that each Disputing Party has had a full opportunity to present its position. The Arbitrator(s) may, at any time during the hearing, ask for additional information from any representative of a Disputing Party. Formal rules of evidence will not apply, and the Arbitrator(s) shall have full discretion to actively manage the arbitration with a view to achieving a just, speedy and cost-effective resolution of the dispute, claim or controversy. The Arbitrator(s), in their sole discretion, may have all or part of the proceedings transcribed or recorded. Attendance at hearings will be limited to the Disputing Parties, their respective advocates, representatives and expert witnesses, the Arbitrator(s), and any other person whom the Arbitrator(s) determine to be necessary to properly administer the hearing. If a party fails or refuses to appear at and participate in an arbitration hearing after due notice, the Arbitrator(s) may hear and determine the controversy based upon the evidence produced by the appearing party or parties.

(7) There will be no post-hearing briefs except those in cases where the Arbitrator(s) determine that briefs are necessary in order for the Arbitrator(s) to reach a decision. If briefs are requested, the Arbitrator(s) will establish a permissible length, not to exceed 20 pages. The briefs must be filed with the Arbitrator(s) no later than five business days following the request of the Arbitrator(s).

(8) The Arbitrator(s) will issue a decision in writing within ten business days of the close of the hearing. The hearing will be considered "closed" when the Arbitrator(s) have determined that each Disputing Party has had a full opportunity to present its position. However, the Arbitrator(s) will have the discretion to defer the close of the hearing to allow it to receive post-hearing briefs if the Arbitrator(s) determine such

briefs would be appropriate. The hearing shall be considered "closed" on the due date for the briefs.

(9) The decision of the Arbitrator(s) shall be based upon applicable law and judicial precedent. The Arbitrator(s), in rendering their decision as to any state law claims, shall apply the laws of the State of Missouri (without regard to the application of principles of conflicts of law).

(10) The arbitrator shall have the right to award costs and fees (including, without limitation, reasonable attorneys' fees) in accordance with the judgment of the arbitrator. "Costs and fees", for the purpose of this Section 14.17, shall mean all reasonable expenses of the arbitration, including, but not limited to the fees of the Arbitrator(s), administrative fees, travel expenses, out-of-pocket expenses such as for copying and telephone, court reporter costs, witness fees, and reasonable attorneys' fees. The Arbitrator(s), however, shall have no jurisdiction or right to award exemplary or punitive damages.

(11) The "Expedited Procedures" (as defined in the Arbitration Rules) shall not be utilized unless all parties to the controversy in question shall have consented in writing to the use of such Expedited Procedures.

(12) Any award by the arbitrator shall be final, binding and conclusive on all of the parties to the arbitration. Judgment upon the award may be entered in any court having jurisdiction thereof.

14.17.2 At any time, the parties involved in any dispute with respect to this Declaration may, by mutual consent, retain a mediator to aid the parties in their discussions and negotiations with respect to the subject matter of their dispute. Opinions expressed by the mediator shall be strictly advisory and shall not be binding on the parties, nor shall any opinion expressed by the mediator be admissible or be made known to the Arbitrator(s) in any arbitration proceedings hereunder. The mediator, in each instance, shall be chosen by mutual agreement of the parties. Costs of the mediation shall be borne equally by the parties involved in the dispute, except that each party shall be responsible for its own expenses. Mediation shall not be a prerequisite to demand for arbitration under Subsection 14.17.1.

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

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

BARATHAVEN ASSOCIATES, LLC,
a Missouri limited liability company

MEREDITH SYSTEMS, L.C.,
a Missouri limited liability company

By McEagle Barathaven, LLC, its Manager

By McEagle Meredith Systems, LLC, its Manager

By: *Paul J. McKee, Jr.*
Name: Paul J. McKee, Jr.
Title: Chief Manager

By: *Paul J. McKee, Jr.*
Name: Paul J. McKee, Jr.
Title: Chief Manager

BENTON COMPANY L.L.C.,
a Missouri limited liability company

BARATHAVEN DEVELOPMENT, LLC,
a Missouri limited liability company

By McEagle Benton Company, LLC, its Manager

By Vantage Development Co., its Manager

By: *Paul J. McKee, Jr.*
Name: Paul J. McKee, Jr.
Title: Chief Manager

By: *Jeffrey Boward*
Name: JEFFREY BOWARD
Title: ASSISTANT SECRETARY

METROPOLITAN PARK & RECREATION
DISTRICT d/b/a GREAT RIVERS
GREENWAY, a body corporate and a political
subdivision of the State of Missouri

By: *David Fisher*
Name: David Fisher
Title: Executive Director

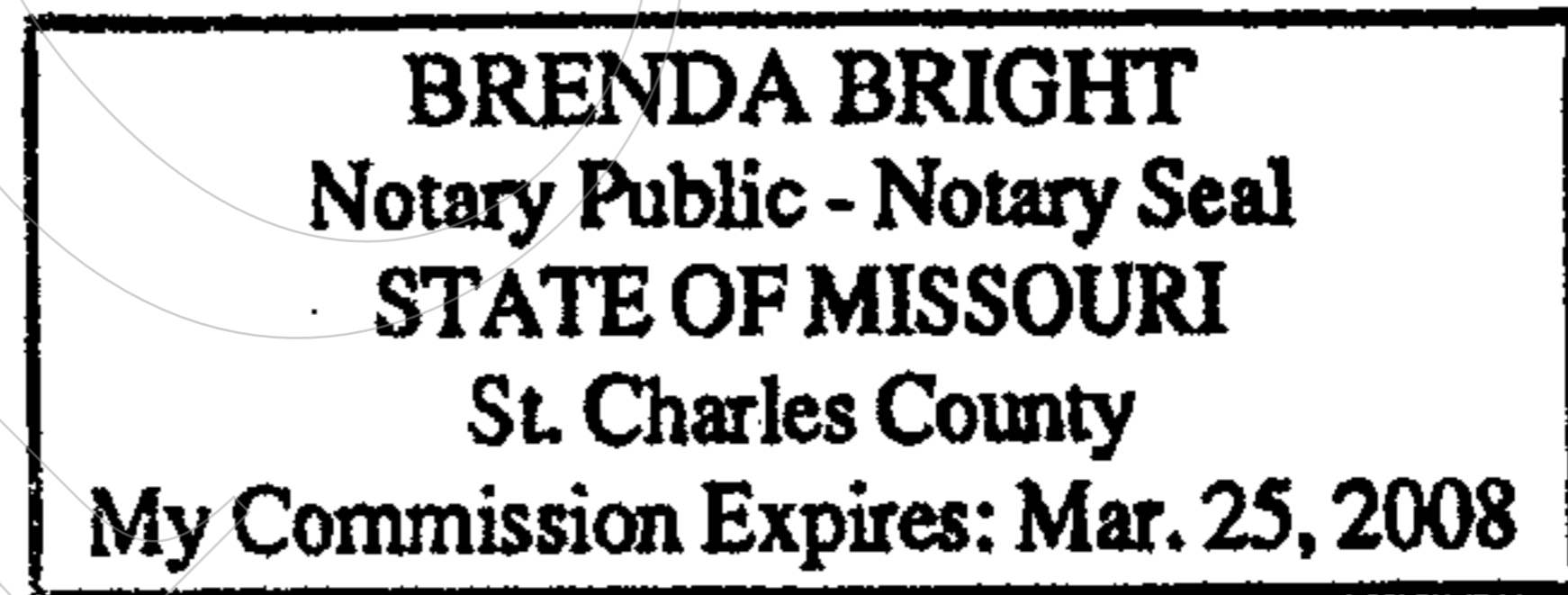
STATE OF MISSOURI)
)
COUNTY OF St. Charles)

On this 23rd day of March, 2006, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Manager of McEagle BaratHaven, LLC, a Missouri limited liability company, which is the Manager of BARATHAVEN ASSOCIATES, LLC, a Missouri limited liability company (the "**Company**"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, and said person acknowledged said instrument to be the free act and deed of the Company.

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

Brenda Bright
Notary Public

My Commission Expires: March 25, 2008



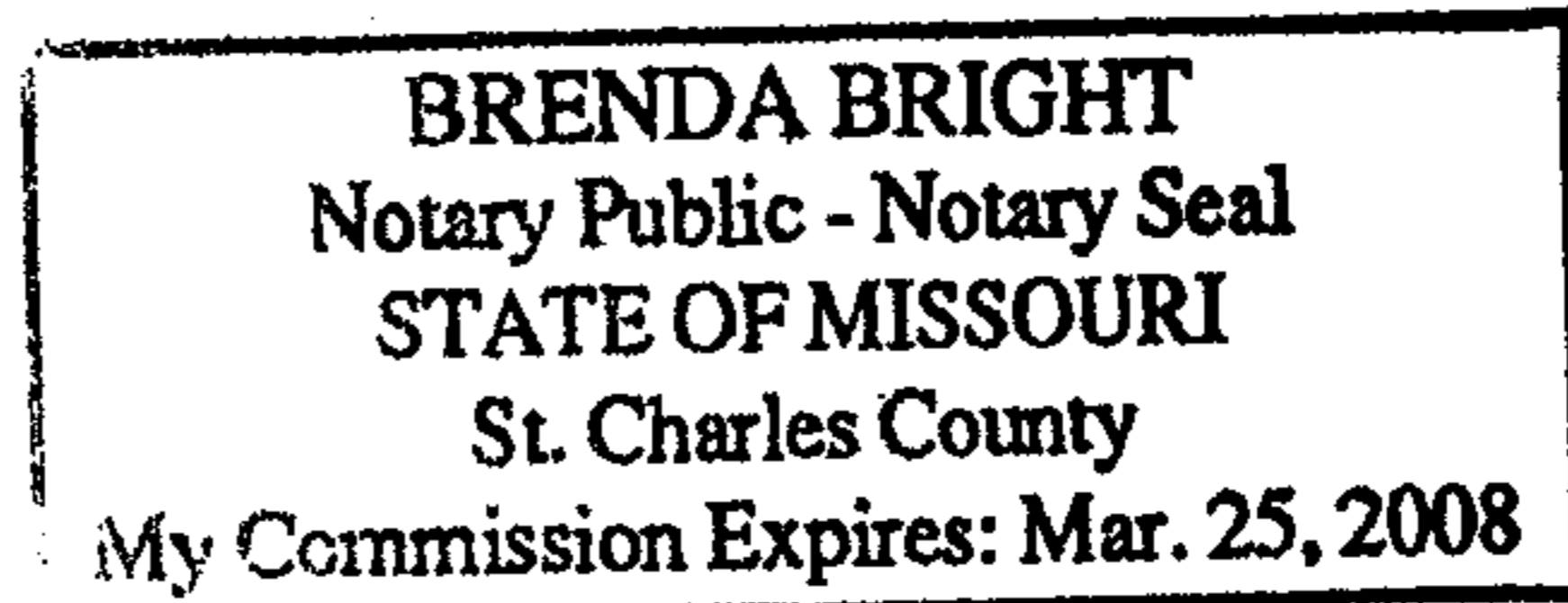
STATE OF MISSOURI)
)
COUNTY OF St. Charles)

On this 23rd day of March, 2006, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is a Manager of McEagle Meredith Systems, LLC., a Missouri limited liability company, which is the Manager of MEREDITH SYSTEMS, L.C., a Missouri limited liability company (the "**Company**"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, and said person acknowledged said instrument to be the free act and deed of the Company.

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

Brenda Bright
Notary Public

My Commission Expires: March 25, 2008



STATE OF MISSOURI)
)
COUNTY OF *St. Charles*)

On this 23rd day of March, 2006, before me appeared Paul J. McKee, Jr., to me personally known, who being by me duly sworn, did say that he is the Manager of McEagle Benton Company LLC, a Missouri limited liability company, which is the Manager of BENTON COMPANY L.L.C., a Missouri limited liability company (the "**Company**"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, and said person acknowledged said instrument to be the free act and deed of the Company.

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

Brenda Bright
Notary Public

My Commission Expires: March 25, 2008

BRENDA BRIGHT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Mar. 25, 2008

SUNOFFER

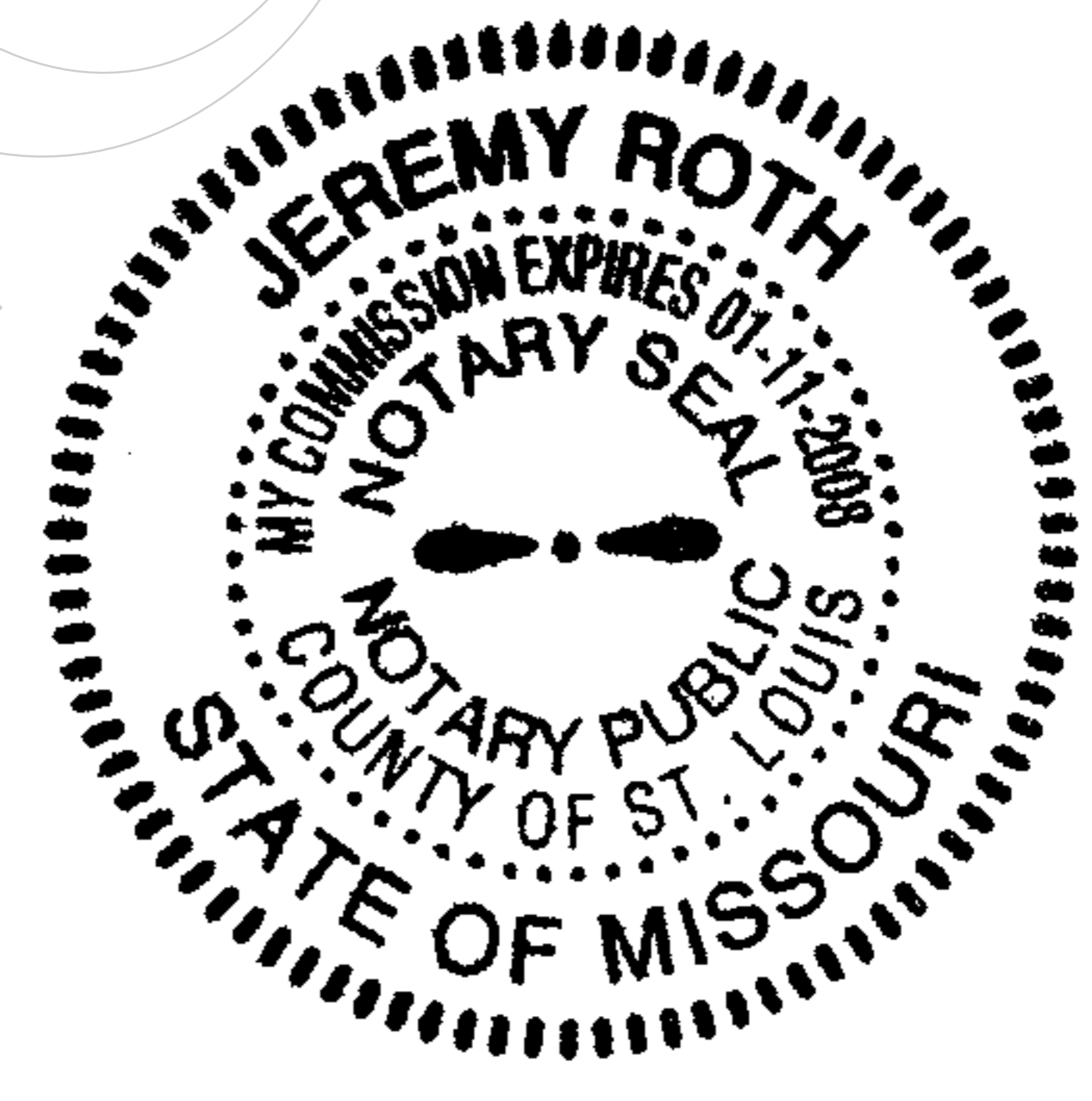
STATE OF MISSOURI)
)
COUNTY OF St. Charles)

On this 23 day of March, 2006, before me appeared Jeffrey Bogard, to me personally known, who being by me duly sworn, did say that he is the Assistant Secretary of Vantage Development Co., the Manager of BARATHAVEN DEVELOPMENT, LLC, a Missouri limited liability company (the "**Company**"), and that said instrument was signed in behalf of the Company by authority of its Operating Agreement, and said person acknowledged said instrument to be the free act and deed of the Company.

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

Jeremy Roth
Notary Public

My Commission Expires: 01-11-08



UNOFFICIAL

STATE OF MISSOURI)
)
COUNTY OF)

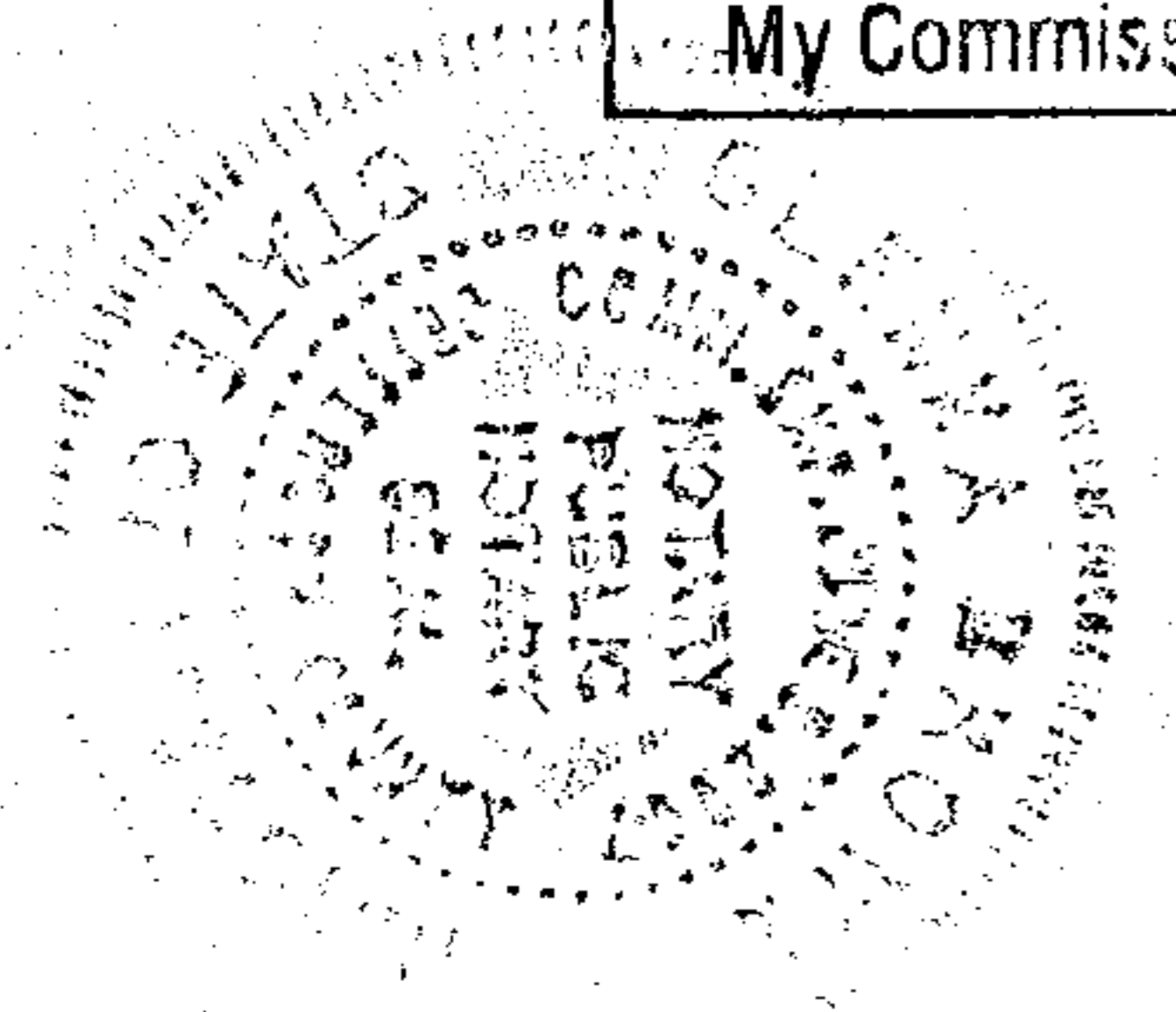
On this 28th day of MARCH, 2006, before me appeared DAVID FISHER, to me personally known, who being by me duly sworn, did say that he is the Exec Dir. of METROPOLITAN PARK & RECREATION DISTRICT d/b/a GREAT RIVERS GREENWAY, a body corporate and a political subdivision of the State of Missouri, and that said instrument was signed in behalf of said body by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said body.

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

Glenna Brown
Notary Public

My Commission Expires:

GLENN BROWN
Notary Public-Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires June 9, 2007



SCHEDULE OF EXHIBITS

<u>Exhibit A-1A</u>	Legal Description of the BHA Property
<u>Exhibit A-1B</u>	Legal Description of the Meredith Property
<u>Exhibit A-1C</u>	Legal Description of the Benton Property
<u>Exhibit A-2</u>	Legal Description of the BD Property
<u>Exhibit A-3</u>	Legal Description of the Park Land
<u>Exhibit B</u>	Articles of Incorporation of Master Association
<u>Exhibit C</u>	Depiction of Common Areas along BaratHaven Boulevard
<u>Exhibit D</u>	Master Development Plan

UNOFFICIAL

EXHIBIT A-1A

Legal Description of the BHA Property

Parcel 1

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the intersection of the North line of a tract of land conveyed to Metropolitan Park & Recreation District d/b/a Great Rivers Greenway according to instrument recorded in Book 4125 Page 1998 of the St. Charles County Records and the Northern right of way line of U.S. Highway 40; thence Northwesterly along said right of way line along a curve to the right, whose chord bears North 42 degrees 36 minutes 20 seconds West, 622.75 feet and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 feet, an arc length of 622.79 feet to the point of beginning; thence continue Northwesterly along said curve through a central angle of 02 degrees 50 minutes 59 seconds, a distance of 852.44 feet; thence North 50 degrees 50 minutes 30 seconds East, 59.00 feet to a point; thence North 49 degrees 14 minutes 02 seconds East, 440.14 feet to a point; thence South 40 degrees 34 minutes 34 seconds East, 150.42 feet to a point; thence North 49 degrees 25 minutes 26 seconds East, 90.00 feet to a point; thence South 40 degrees 34 minutes 34 seconds East, 317.30 feet to a point; thence South 04 degrees 35 minutes 38 seconds West, 75.91 feet to a point; thence South 41 degrees 00 minutes 05 seconds East, 363.75 feet to the point of curve of a non tangent curve to the left, whose chord bears South 58 degrees 34 minutes 30 seconds West, 219.42 feet and whose radius point bears South 20 degrees 47 minutes 59 seconds East, 595.00 feet, an arc length of 220.68 feet; thence South 47 degrees 56 minutes 59 seconds West, 305.01 feet to a point of curve to the right whose chord bears South 63 degrees 09 minutes 42 seconds West, 23.62 feet and whose radius point bears North 42 degrees 03 minutes 01 seconds West, 45.00 feet, an arc length of 23.89 feet to the point of beginning, containing 10.96 acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of March, 2005.

Parcel 2

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Beginning at an iron pipe set at the intersection of the North line of a tract of land conveyed to Metropolitan Park & Recreation District d/b/a Great Rivers Greenway according to instrument recorded in Book 4125 Page 1998 of the St. Charles County Records and the Eastern right of way line of U.S. Highway 40; thence along said right of way line and along a curve to the right, of which the radius point lies North 46 degrees 30 minutes 10 seconds East, a radial distance of 17,138.76 feet; thence Northwesterly along the arc, through a central angle of 01 degrees 45 minutes 44 seconds, a distance of 527.15 feet to the point of curve of a non tangent curve to the right, whose chord bears North 33 degrees 20 minutes 08 seconds East, 22.71 feet and whose radius point bears South 71 degrees 16 minutes 43 seconds East, 45.00 feet, an arc length of

22.96 feet; thence North 47 degrees 56 minutes 59 seconds East, 306.18 feet to a point of curve to the right whose chord bears North 70 degrees 57 minutes 19 seconds East, 434.59 feet and whose radius point bears South 42 degrees 03 minutes 01 seconds East, 556.00 feet, an arc length of 446.49 feet to a point of reverse curve to the left whose chord bears North 82 degrees 50 minutes 57 seconds East, 169.40 feet and whose radius point bears North 03 degrees 57 minutes 40 seconds East, 439.50 feet, an arc length of 170.47 feet; thence South 18 degrees 15 minutes 45 seconds East, 77.49 feet to a point; thence South 65 degrees 42 minutes 04 seconds West, 276.67 feet to a point; thence South 44 degrees 03 minutes 55 seconds West, 171.30 feet to a point; thence South 27 degrees 48 minutes 17 seconds West, 72.18 feet to a point; thence South 44 degrees 09 minutes 46 seconds East, 179.09 feet to a point; thence South 39 degrees 47 minutes 49 seconds East, 64.12 feet to a point; thence South 47 degrees 56 minutes 59 seconds West, 332.58 feet to a point to the point of beginning, containing 6.34 acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of March, 2005.

Parcel 3

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 Feet; thence North 26 degrees 24 minutes 19 seconds West, 301.72 Feet to the POINT OF BEGINNING; thence North 26 degrees 24 minutes 19 seconds West, 213.02 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 61 degrees 22 minutes 46 seconds East, a radial distance of 556.00 Feet; thence northeasterly along the arc, through a central angle of 02 degrees 28 minutes 43 seconds, 24.05 Feet; thence South 26 degrees 24 minutes 19 seconds East, 210.49 Feet; thence South 25 degrees 07 minutes 51 seconds West, 25.54 Feet to the POINT OF BEGINNING. Containing 4,237.21 Square Feet or 0.0973 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

EXHIBIT A-1B

Legal Description of the Meredith Property

A tract of land being part of U.S. Surveys 1641 and 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows:

COMMENCING at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 45 degrees 41 minutes 18 seconds East, a radial distance of 17,108.76 feet; thence northwesterly along the arc, through a central angle of 00 degrees 39 minutes 55 seconds, a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 46 degrees 21 minutes 12 seconds East, a radial distance of 17,138.76 feet; thence northwesterly along the arc, through a central angle of 04 degrees 55 minutes 54 seconds, a distance of 1,475.23 feet to the POINT OF BEGINNING; thence continue northwesterly along said curve through a central angle of 02 degrees 25 minutes 09 seconds, a distance of 723.60 feet; thence North 27 degrees 35 minutes 04 seconds West, 330.13 feet to a point; thence North 36 degrees 17 minutes 45 seconds West, 91.40 feet to a point; thence North 53 degrees 42 minutes 15 seconds East, 101.96 feet to a point; thence North 85 degrees 10 minutes 45 seconds East, 370.74 feet to a point; thence North 49 degrees 05 minutes 46 seconds East, 371.90 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 644.89 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 1,022.49 feet to a point; thence South 49 degrees 25 minutes 26 seconds West, 113.84 feet to a point; thence North 40 degrees 34 minutes 34 seconds West, 130.00 feet to a point; thence South 49 degrees 25 minutes 26 seconds West, 90.00 feet to a point; thence North 40 degrees 34 minutes 34 seconds West, 150.42 feet to a point; thence South 49 degrees 14 minutes 02 seconds West, 440.14 feet to a point; thence South 50 degrees 50 minutes 30 seconds West, 59.00 feet to the POINT OF BEGINNING, containing 26.74 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of October 2005.

EXHIBIT A-1C

Legal Description of the Benton Property

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows:

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet to a point to the point of curve of a non tangent curve to the right, of which the radius point lies North 45 degrees 41 minutes 18 seconds East, a radial distance of 17,108.76 feet; thence northwesterly along the arc, through a central angle of 00 degrees 39 minutes 55 seconds, a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 46 degrees 21 minutes 12 seconds East, a radial distance of 17,138.76 feet; thence northwesterly along the arc, through a central angle of 01 degrees 54 minutes 42 seconds, a distance of 571.86 feet to the POINT OF BEGINNING; thence continue northwesterly along said curve through a central angle of 00 degrees 10 minutes 13 seconds, a distance of 50.93 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 11 degrees 37 minutes 35 seconds West, a radial distance of 45.00 feet; thence northeasterly along the arc, through a central angle of 30 degrees 25 minutes 26 seconds, a distance of 23.89 feet; thence North 47 degrees 56 minutes 59 seconds East, 305.01 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 46 degrees 00 minutes 41 seconds; thence easterly along the arc a distance of 477.81 feet to a point of reverse curve to the left having a radius of 400.50 feet and a central angle of 31 degrees 48 minutes 01 seconds; thence easterly along the arc, a distance of 222.29 feet; thence North 62 degrees 09 minutes 38 seconds East, 224.00 feet to a point of curve to the left having a radius of 400.50 feet and a central angle of 33 degrees 56 minutes 42 seconds; thence northeasterly along the arc a distance of 237.28 feet; thence North 28 degrees 12 minutes 56 seconds East, 600.12 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 37 degrees 52 minutes 09 seconds; thence northeasterly along the arc a distance of 393.26 feet; thence North 66 degrees 05 minutes 06 seconds East, 316.01 feet to a point of curve to the right having a radius of 439.50 feet and a central angle of 30 degrees 34 minutes 59 seconds; thence easterly along the

arc a distance of 234.59 feet to a point of reverse curve to the left having a radius of 400.50 feet and a central angle of 66 degrees 12 minutes 41 seconds; thence northeasterly along the arc, a distance of 462.82 feet; thence North 30 degrees 27 minutes 24 seconds East, 234.14 feet to a point of curve to the right having a radius of 439.50 feet and a central angle of 56 degrees 07 minutes 58 seconds; thence northeasterly along the arc a distance of 430.58 feet; thence North 86 degrees 35 minutes 21 seconds East, 45.91 feet to a point of curve to the left having a radius of 45.00 feet and a central angle of 75 degrees 51 minutes 39 seconds; thence northeasterly along the arc a distance of 59.58 feet; thence North 10 degrees 43 minutes 42 seconds East, 26.37 feet to a point; thence North 82 degrees 23 minutes 42 seconds East, 15.80 feet to a point; thence South 10 degrees 43 minutes 42 seconds West, 91.94 feet to a point; thence South 18 degrees 56 minutes 07 seconds West, 296.40 feet to a point; thence South 03 degrees 02 minutes 50 seconds West, 64.88 feet to a point; thence South 52 degrees 58 minutes 11 seconds West, 13.07 feet to a point; thence North 02 degrees 41 minutes 41 seconds East, 90.99 feet to a point; thence North 18 degrees 56 minutes 07 seconds East, 197.52 feet to a point of curve to the left having a radius of 45.00 feet and a central angle of 112 degrees 20 minutes 46 seconds; thence northwesterly along the arc a distance of 88.24 feet; thence South 86 degrees 35 minutes 21 seconds West, 1.57 feet to a point of curve to the left having a radius of 400.50 feet and a central angle of 56 degrees 07 minutes 58 seconds; thence southwesterly along the arc a distance of 392.37 feet; thence South 30 degrees 27 minutes 24 seconds West, 234.14 feet to a point of curve to the right having a radius of 439.50 feet and a central angle of 66 degrees 12 minutes 41 seconds; thence southwesterly along the arc a distance of 507.89 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 06 degrees 43 minutes 38 seconds West, a radial distance of 399.00 feet; thence westerly along the arc, through a central angle of 30 degrees 42 minutes 04 seconds, a distance of 213.80 feet; thence South 66 degrees 05 minutes 06 seconds West, 316.01 feet to a point of curve to the left having a radius of 556.00 feet and a central angle of 37 degrees 52 minutes 09 seconds; thence southwesterly along the arc a distance of 367.48 feet; thence South 28 degrees 12 minutes 56 seconds West, 600.12 feet to a point of curve to the right having a radius of 439.50 feet and a central angle of 33 degrees 56 minutes 42 seconds; thence southwesterly along the arc a distance of 260.38 feet; thence South 62 degrees 09 minutes 38 seconds West, 224.00 feet to a point of curve to the right having a radius of 439.50 feet and a central angle of 31 degrees 48 minutes 01 seconds; thence westerly along the arc a distance of 243.93 feet to a point of reverse curve to the left having a radius of 556.00 feet and a central angle of 46 degrees 00 minutes 41 seconds; thence westerly along the arc, a distance of 446.49 feet; thence South 47 degrees 56 minutes 59 seconds West, 306.18 feet to a point of curve to the left having a radius of 45.00 feet and a central angle of 29 degrees 13 minutes 42 seconds; thence southwesterly along the arc a distance of 22.96 feet to the POINT OF BEGINNING containing 3.96 acres, more or less, according to a survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of September, 2005.

EXHIBIT A-2

Legal Description of the BD Property

LEGAL DESCRIPTION

VANTAGE AREA 1

21.59 ACRES

03-1289 January 18, 2005

JQP

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 Feet to a point; thence North 26 degrees 24 minutes 19 seconds West, 465.31 Feet to a point; thence North 55 degrees 26 minutes 35 seconds West, 79.80 Feet to the POINT OF BEGINNING of the tract herein described; thence continuing northwesterly along said line, a distance of 230.50 Feet; thence North 60 degrees 18 minutes 03 seconds West, 423.45 Feet to a point; thence North 00 degrees 07 minutes 07 seconds West, 618.12 Feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 497.24 Feet to a point; thence South 72 degrees 54 minutes 30 seconds East, 85.68 Feet to a point; thence South 48 degrees 54 minutes 53 seconds East, 95.38 Feet to a point; thence South 36 degrees 16 minutes 04 seconds East, 91.89 Feet to a point; thence South 14 degrees 04 minutes 55 seconds East, 16.35 Feet to a point; thence North 87 degrees 32 minutes 17 seconds East, 124.45 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 08 degrees 17 minutes 37 seconds East, 19.41 Feet and whose radius point bears North 87 degrees 32 minutes 17 seconds East, 52.00 Feet, an arc length of 19.52 Feet; thence North 70 degrees 57 minutes 04 seconds West, 120.04 Feet to a point; thence North 20 degrees 14 minutes 35 seconds East, 73.58 Feet to a point; thence North 64 degrees 31 minutes 48 seconds East, 107.54 Feet to a point; thence North 89 degrees 09 minutes 13 seconds East, 66.58 Feet to a point; thence South 71 degrees 40 minutes 45 seconds East, 44.69 Feet to a point; thence South 78 degrees 46 minutes 06 seconds East, 94.73 Feet to a point; thence South 83 degrees 24 minutes 15 seconds East, 263.33 Feet to a point; thence South 73 degrees 35 minutes 18 seconds East, 279.65 Feet to a point; thence South 59 degrees 32 minutes 36 seconds East, 219.09 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears South 63 degrees 18 minutes 41 seconds West, 440.46 Feet and whose radius point bears North 60 degrees 02 minutes 18 seconds West, 400.60 Feet, an arc length of 466.35 Feet to a point of reverse curve to the left whose chord bears South 81 degrees 22 minutes 35 seconds West, 231.82 Feet and whose radius point bears South 06 degrees 39 minutes 40 seconds West, 439.70 Feet, an arc length of 234.59 Feet; thence South 66 degrees 05 minutes 31 seconds West, 316.01 Feet to a point to a point of curve to the left whose chord bears South 47 degrees 08 minutes 42 seconds West, 386.16 Feet and whose radius point bears South 23 degrees 54 minutes 29 seconds East, 594.65 Feet, an arc length of 393.29 Feet; thence South 28 degrees 11 minutes 52 seconds West, 15.87 Feet to a point; thence North, 0.00 Feet to a point to the POINT OF BEGINNING, containing 940,588 Square Feet or 21.59 Acres,

more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of January, 2005.

LEGAL DESCRIPTION

VANTAGE AREA 2

19.30 ACRES

03-1289 January 18, 2005

JQP

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Beginning at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence North 26 degrees 44 minutes 33 seconds West, 440.49 Feet to a point; thence North 66 degrees 08 minutes 09 seconds East, 179.74 Feet to a point; thence North 23 degrees 51 minutes 51 seconds West, 8.12 Feet to a point; thence North 54 degrees 11 minutes 50 seconds East, 160.74 Feet to a point; thence North 82 degrees 47 minutes 59 seconds East, 147.77 Feet to a point; thence South 69 degrees 52 minutes 11 seconds East, 90.27 Feet to a point; thence South 81 degrees 34 minutes 02 seconds East, 203.75 Feet to a point; thence South 40 degrees 07 minutes 33 seconds East, 15.59 Feet to a point; thence North 49 degrees 52 minutes 27 seconds East, 498.65 Feet to a point; thence North 71 degrees 49 minutes 33 seconds East, 177.77 Feet to a point; thence South 23 degrees 36 minutes 43 seconds East, 37.05 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 13 degrees 50 minutes 54 seconds East, 54.22 Feet and whose radius point bears North 79 degrees 07 minutes 45 seconds East, 521.91 Feet, an arc length of 54.25 Feet; thence South 16 degrees 49 minutes 34 seconds East, 162.70 Feet to a point; thence North 49 degrees 52 minutes 27 seconds East, 16.35 Feet to a point; thence South 16 degrees 47 minutes 29 seconds East, 21.76 Feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 10.89 Feet to a point; thence South 16 degrees 47 minutes 29 seconds East, 32.67 Feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 211.47 Feet to a point; thence North 40 degrees 07 minutes 33 seconds West, 30.00 Feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 642.21 Feet to a point; thence South 27 degrees 27 minutes 27 seconds East, 206.28 Feet to a point; thence South 36 degrees 02 minutes 30 seconds East, 263.24 Feet to a point; thence South 63 degrees 39 minutes 05 seconds West, 532.09 Feet to a point; thence North 26 degrees 44 minutes 40 seconds West, 627.28 Feet to a point to the POINT OF BEGINNING, containing 840,531 Square Feet or 19.30 Acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of January, 2005.

TOGETHER WITH THE FOLLOWING THREE PARCELS:

LEGAL DESCRIPTION

AREA 6

3.65 ACRES

CREEK VALLEY TO VANTAGE

04/28/05 JQP

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 193.75 Feet to the POINT OF BEGINNING; thence North 00 degrees 46 minutes 02 seconds East, 655.90 Feet; thence South 89 degrees 13 minutes 58 seconds East, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 14.10 Feet; thence South 89 degrees 13 minutes 58 seconds East, 120.00 Feet; thence South 00 degrees 46 minutes 02 seconds West, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 240.00 Feet to the POINT OF BEGINNING. Containing 159,108.00 Square Feet or 3.6526 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 7

5.38 ACRES

GRG TO CREEK VALLEY TO VANTAGE

04/28/05 JQP Rev 9/20/05

A tract of land being part of U.S. Surveys 1641 and 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27

seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 193.75 Feet to the POINT OF BEGINNING; thence South 89 degrees 13 minutes 58 seconds East, 240.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 670.00 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 5.90 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 102.77 feet to a point; thence North 21 degrees 13 minutes 13 seconds East, 207.94 feet to a point; thence North 43 degrees 57 minutes 54 seconds East, 208.11 feet to a point; thence North 59 degrees 46 minutes 37 seconds East, 104.29 feet to a point; thence North 75 degrees 05 minutes 19 seconds East, 34.71 feet to a point; thence South 12 degrees 18 minutes 21 seconds West, 123.90 feet to a point; thence South 45 degrees 03 minutes 39 seconds East, 164.44 feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 34.48 feet to a point; thence South 45 degrees 13 minutes 10 seconds West, 197.21 feet to a point; thence South 23 degrees 50 minutes 10 seconds West, 120.41 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 150.32 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 120.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.68 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 500.00 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 110.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.67 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 119.31 feet to a point; thence North 89 degrees 12 minutes 29 seconds West, 100.95 feet to a point; thence South 67 degrees 15 minutes 16 seconds West, 81.70 feet to a point; thence South 34 degrees 15 minutes 24 seconds West, 95.97 feet to a point; thence South 01 degrees 15 minutes 33 seconds West, 42.95 feet to a point; thence North 32 degrees 28 minutes 00 seconds West, 110.96 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 223.39 feet to the POINT OF BEGINNING containing 234,561.54 square feet or 5.38 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 10

0.23 ACRES

GRG TO CREEK VALLEY TO VANTAGE

04/28/05 JQP

A tract of land being part of U.S. Survey 1641, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41

seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 433.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 5.90 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 102.77 Feet; thence North 21 degrees 13 minutes 13 seconds East, 207.94 Feet; thence North 43 degrees 57 minutes 54 seconds East, 208.11 Feet; thence North 59 degrees 46 minutes 37 seconds East, 104.29 Feet; thence North 75 degrees 05 minutes 19 seconds East, 97.24 Feet to the POINT OF BEGINNING; thence continue easterly along said line, 110.88 Feet; thence South 81 degrees 49 minutes 16 seconds East, 110.09 Feet; thence South 08 degrees 10 minutes 44 seconds West, 119.00 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 24 degrees 26 minutes 21 seconds East, a radial distance of 25.00 Feet; thence northwesterly along the arc, through a central angle of 68 degrees 45 minutes 05 seconds, 30.00 Feet to a point of reverse curve to the left having a radius of 67.00 Feet and a central angle of 149 degrees 58 minutes 42 seconds; thence westerly along the arc, 175.38 Feet; thence North 56 degrees 47 minutes 16 seconds West, 73.65 Feet to the POINT OF BEGINNING. Containing 9,940.32 Square Feet or 0.2282 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

BUT LESS AND EXCEPTING THE FOLLOWING TWO PARCELS:

LEGAL DESCRIPTION
 AREA 8
 0.31 ACRES
 VANTAGE TO GRG
 04/28/05 JQP

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent

curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 193.75 Feet; thence South 00 degrees 46 minutes 02 seconds West, 223.39 Feet; thence South 32 degrees 28 minutes 00 seconds East, 110.96 Feet to the POINT OF BEGINNING; thence continue southeasterly along said line, 15.28 Feet; thence South 47 degrees 13 minutes 13 seconds East, 126.23 Feet; thence South 73 degrees 41 minutes 55 seconds East, 131.84 Feet; thence South 00 degrees 46 minutes 02 seconds West, 35.85 Feet; thence North 89 degrees 13 minutes 58 seconds West, 102.41 Feet; thence North 64 degrees 44 minutes 11 seconds West, 83.15 Feet; thence North 31 degrees 44 minutes 19 seconds West, 95.97 Feet; thence North 01 degrees 15 minutes 33 seconds East, 53.02 Feet to the POINT OF BEGINNING. Containing 13,685.13 Square Feet or 0.3142 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 9

0.03 ACRES

VANTAGE TO GRG

04/28/05 JQP

A tract of land being part of U.S. Survey 1641, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 433.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 5.90 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 102.77 Feet; thence North 21 degrees 13 minutes 13 seconds East, 207.94 Feet; thence North 43 degrees 57 minutes 54 seconds East, 208.11 Feet; thence North 59 degrees 46 minutes 37 seconds East, 104.29 Feet; thence North 75 degrees 05 minutes 19 seconds East, 34.71 Feet to the POINT OF BEGINNING; thence North 12 degrees 18 minutes 21 seconds East, 49.85 Feet; thence South 56 degrees 47 minutes 16 seconds East, 59.53 Feet; thence South 75 degrees 05 minutes 19 seconds West, 62.54 Feet to the POINT OF BEGINNING. Containing 1,385.93 Square Feet or 0.0318 Acres, more or less,

according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

UNOFFICIAL

EXHIBIT A-3

Legal Description of the Park Land

LEGAL DESCRIPTION

PARK AREA 1

20.95 ACRES

03-1289 January 18, 2005

JQP

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows:

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 Feet to the POINT OF BEGINNING of the tract herein described; thence South 63 degrees 35 minutes 41 seconds West, 871.99 Feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 Feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 Feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 Feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 Feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 Feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 Feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 Feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 Feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 Feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 Feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 Feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 58 minutes 45 seconds West, 198.62 Feet and whose radius point bears North 45 degrees 41 minutes 18 seconds East, 17,108.76 Feet, an arc length of 198.62 Feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 34 minutes 19 seconds West, 44.71 Feet and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 Feet, an arc length of 44.71 Feet; thence North 47 degrees 56 minutes 59 seconds East, 332.58 Feet to a point; thence North 39 degrees 47 minutes 49 seconds West, 64.12 Feet to a point; thence North 44 degrees 09 minutes 46 seconds West, 179.09 Feet to a point; thence North 27 degrees 48 minutes 17 seconds East, 72.18 Feet to a point; thence North 44 degrees 03 minutes 55 seconds East, 171.30 Feet to a point; thence North 65 degrees 42 minutes 04 seconds East, 276.67 Feet to a point; thence North 18 degrees 15 minutes 45 seconds West, 77.49 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears North 66 degrees 56 minutes 57 seconds East, 73.38 Feet and whose radius point bears North 18 degrees 15 minutes 45 seconds West, 439.50 Feet, an arc length of 73.46 Feet; thence North 62 degrees 09 minutes 38 seconds East, 224.00 Feet to a point to a point of curve to the left whose chord bears North 45 degrees 11 minutes 17 seconds East, 256.59 Feet and whose radius point bears North 27 degrees 50 minutes

22 seconds West, 439.50 Feet, an arc length of 260.38 Feet; thence North 28 degrees 12 minutes 56 seconds East, 600.12 Feet to a point to a point of curve to the right whose chord bears North 47 degrees 09 minutes 01 seconds East, 360.83 Feet and whose radius point bears South 61 degrees 47 minutes 04 seconds East, 556.00 Feet, an arc length of 367.48 Feet; thence North 66 degrees 05 minutes 06 seconds East, 316.01 Feet to a point to a point of curve to the right whose chord bears North 81 degrees 22 minutes 36 seconds East, 211.25 Feet and whose radius point bears South 23 degrees 54 minutes 54 seconds East, 400.50 Feet, an arc length of 213.78 Feet to a point of reverse curve to the left whose chord bears North 63 degrees 33 minutes 45 seconds East, 480.10 Feet and whose radius point bears North 06 degrees 40 minutes 05 seconds East, 439.50 Feet, an arc length of 507.89 Feet; thence North 30 degrees 27 minutes 24 seconds East, 135.41 Feet to a point to a point of curve to the right whose chord bears North 59 degrees 13 minutes 32 seconds East, 405.72 Feet and whose radius point bears South 59 degrees 32 minutes 36 seconds East, 421.50 Feet, an arc length of 423.28 Feet to a point of compound curve to the right, whose chord bears South 36 degrees 32 minutes 06 seconds East, 74.15 Feet and whose radius point bears South 02 degrees 00 minutes 20 seconds East, 45.00 Feet, an arc length of 87.13 Feet; thence South 18 degrees 56 minutes 07 seconds West, 118.81 Feet to a point; thence South 02 degrees 41 minutes 41 seconds West, 90.99 Feet to a point; thence South 52 degrees 58 minutes 11 seconds West, 6.56 Feet to a point; thence South 03 degrees 25 minutes 17 seconds West, 53.46 Feet to a point; thence South 23 degrees 36 minutes 43 seconds East, 44.00 Feet to a point; thence South 71 degrees 49 minutes 33 seconds West, 177.77 Feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 498.65 Feet to a point; thence North 40 degrees 07 minutes 33 seconds West, 15.59 Feet to a point; thence North 81 degrees 34 minutes 02 seconds West, 203.75 Feet to a point; thence North 69 degrees 52 minutes 11 seconds West, 90.27 Feet to a point; thence South 82 degrees 47 minutes 59 seconds West, 147.77 Feet to a point; thence South 54 degrees 11 minutes 50 seconds West, 160.74 Feet to a point; thence South 23 degrees 51 minutes 51 seconds East, 8.12 Feet to a point; thence South 66 degrees 08 minutes 09 seconds West, 294.20 Feet to a point; thence South 38 degrees 16 minutes 53 seconds West, 109.35 Feet to a point; thence South 25 degrees 07 minutes 51 seconds West, 156.08 Feet to a point; thence South 26 degrees 24 minutes 19 seconds East, 177.07 Feet to a point; thence North 44 degrees 59 minutes 34 seconds East, 119.15 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 56 degrees 19 minutes 02 seconds East, 20.40 Feet and whose radius point bears North 44 degrees 59 minutes 34 seconds East, 52.00 Feet, an arc length of 20.53 Feet; thence South 44 degrees 59 minutes 34 seconds West, 129.88 Feet to a point; thence South 26 degrees 24 minutes 19 seconds East, 103.54 Feet to a point to the POINT OF BEGINNING, containing 912,427 Square Feet or 20.95 Acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of January, 2005.

LEGAL DESCRIPTION
PARK AREA 2
64.84 ACRES
03-1289 January 18, 2005
JQP

A tract of land being part of U.S. Surveys 1641 and 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows:

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 Feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 Feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 Feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 Feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 Feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 Feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 Feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 Feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 Feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 Feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 Feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 Feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 Feet to a point; thence North 43 degrees 58 minutes 45 seconds West, 198.62 Feet to a point; thence South 46 degrees 21 minutes 12 seconds West, 30.00 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 41 degrees 10 minutes 51 seconds West, 1,474.77 Feet and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 Feet, an arc length of 1,475.23 Feet; thence North 40 degrees 29 minutes 04 seconds East, 70.93 Feet to a point; thence North 01 degrees 01 minutes 46 seconds East, 1,104.13 Feet to the POINT OF BEGINNING of the tract herein described; thence South 82 degrees 25 minutes 36 seconds West, 662.78 Feet to a point; thence North 07 degrees 35 minutes 07 seconds West, 276.20 Feet to a point; thence South 85 degrees 41 minutes 07 seconds East, 221.49 Feet to a point; thence North 18 degrees 15 minutes 34 seconds East, 149.51 Feet to a point; thence North 28 degrees 47 minutes 03 seconds East, 244.48 Feet to a point; thence North 31 degrees 09 minutes 42 seconds East, 211.21 Feet to a point; thence South 89 degrees 03 minutes 04 seconds East, 469.41 Feet to a point; thence South 85 degrees 03 minutes 08 seconds East, 224.22 Feet to a point; thence North 00 degrees 56 minutes 17 seconds East, 36.95 Feet to a point; thence North 84 degrees 52 minutes 35 seconds East, 408.39 Feet to a point; thence continuing easterly along said line, a distance of 566.67 Feet; thence North 84 degrees 24 minutes 55 seconds East, 2,011.35 Feet to a point; thence South 02 degrees 34 minutes 32 seconds East, 535.71 Feet to a point; thence North 82 degrees 23 minutes 42 seconds East, 300.74 Feet to a point; thence South 10 degrees 43 minutes 42 seconds West, 85.89 Feet to a point; thence South 18 degrees 56 minutes 07 seconds West, 26.75 Feet to a point to a point of curve to the right whose chord bears South 56 degrees 12 minutes 58 seconds West, 54.52 Feet and whose radius point bears North 71 degrees 03 minutes 53 seconds West, 45.00 Feet, an arc length of 58.56 Feet to a point of reverse curve to the left whose chord bears South

61 degrees 58 minutes 36 seconds West, 481.50 Feet and whose radius point bears South 03 degrees 29 minutes 49 seconds West, 460.50 Feet, an arc length of 506.67 Feet; thence South 30 degrees 27 minutes 24 seconds West, 131.88 Feet to a point; thence North 59 degrees 32 minutes 36 seconds West, 219.09 Feet to a point; thence North 73 degrees 35 minutes 18 seconds West, 279.65 Feet to a point; thence North 83 degrees 24 minutes 15 seconds West, 263.33 Feet to a point; thence North 78 degrees 46 minutes 06 seconds West, 94.73 Feet to a point; thence North 71 degrees 40 minutes 45 seconds West, 44.69 Feet to a point; thence South 89 degrees 09 minutes 13 seconds West, 66.58 Feet to a point; thence South 64 degrees 31 minutes 48 seconds West, 107.54 Feet to a point; thence South 20 degrees 14 minutes 35 seconds West, 73.58 Feet to a point; thence South 70 degrees 57 minutes 04 seconds East, 120.04 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 08 degrees 17 minutes 36 seconds West, 19.41 Feet and whose radius point bears South 70 degrees 57 minutes 04 seconds East, 52.00 Feet, an arc length of 19.52 Feet; thence South 87 degrees 32 minutes 17 seconds West, 124.45 Feet to a point; thence North 14 degrees 04 minutes 55 seconds West, 16.35 Feet to a point; thence North 36 degrees 16 minutes 04 seconds West, 91.89 Feet to a point; thence North 48 degrees 54 minutes 53 seconds West, 95.38 Feet to a point; thence North 72 degrees 54 minutes 30 seconds West, 85.68 Feet to a point; thence North 81 degrees 49 minutes 16 seconds West, 497.24 Feet to a point; thence continuing westerly along said line, a distance of 136.40 Feet; thence South 08 degrees 10 minutes 44 seconds West, 119.00 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 31 degrees 11 minutes 07 seconds West, 28.23 Feet and whose radius point bears North 24 degrees 26 minutes 21 seconds East, 25.00 Feet, an arc length of 30.00 Feet to a point of reverse curve to the left whose chord bears North 71 degrees 47 minutes 56 seconds West, 129.43 Feet and whose radius point bears North 86 degrees 48 minutes 35 seconds West, 67.00 Feet, an arc length of 175.38 Feet; thence North 56 degrees 47 minutes 16 seconds West, 133.18 Feet to a point; thence South 12 degrees 18 minutes 21 seconds West, 173.74 Feet to a point; thence South 45 degrees 03 minutes 39 seconds East, 164.44 Feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 34.48 Feet to a point; thence South 45 degrees 13 minutes 10 seconds West, 197.21 Feet to a point; thence South 23 degrees 50 minutes 10 seconds West, 120.41 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 150.32 Feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 120.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.68 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 500.00 Feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 110.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.67 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 119.27 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 100.95 Feet to a point; thence South 67 degrees 15 minutes 16 seconds West, 81.70 Feet to a point; thence South 34 degrees 15 minutes 24 seconds West, 95.97 Feet to a point; thence South 01 degrees 15 minutes 33 seconds West, 95.97 Feet to a point; thence South 31 degrees 44 minutes 19 seconds East, 95.97 Feet to a point; thence South 64 degrees 44 minutes 11 seconds East, 83.15 Feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 102.41 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 123.51 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 72 degrees 28 minutes 23 seconds West, 67.94 Feet and whose radius point bears South 14 degrees 15 minutes 15 seconds East, 595.00 Feet, an arc length of

67.97 Feet; thence North 41 degrees 00 minutes 05 seconds West, 363.75 Feet to a point; thence North 04 degrees 35 minutes 38 seconds East, 75.91 Feet to a point; thence North 40 degrees 34 minutes 34 seconds West, 314.77 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears North 30 degrees 06 minutes 42 seconds East, 52.89 Feet and whose radius point bears North 55 degrees 23 minutes 40 seconds West, 337.50 Feet, an arc length of 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 433.75 Feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 475.00 Feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 499.60 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 147.61 Feet to a point to a point of curve to the left whose chord bears South 45 degrees 53 minutes 54 seconds West, 465.62 Feet and whose radius point bears South 00 degrees 46 minutes 02 seconds West, 330.00 Feet, an arc length of 516.85 Feet; thence South 01 degrees 01 minutes 46 seconds West, 2.86 Feet to a point to the POINT OF BEGINNING, containing 2,824,577 Square Feet or 64.84 Acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of January, 2005.

TOGETHER WITH THE FOLLOWING FOUR PARCELS:

LEGAL DESCRIPTION

AREA 2

0.81 Ac.

CREEK VALLEY TO GRG

04/28/05 JQP

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 143.75 Feet to the POINT OF BEGINNING; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence South 89 degrees 13 minutes 58 seconds East, 170.00 Feet; thence South 00 degrees 46 minutes 02 seconds West, 14.10 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence South 00 degrees 46 minutes 02 seconds West, 655.90 Feet; thence North 89 degrees 13 minutes 58 seconds West, 50.00 Feet to the POINT OF BEGINNING. Containing 35,192.00 Square Feet or 0.8079 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 4

1.83 ACRES

CREEK VALLEY TO GRG

04/28/05 JQP

A tract of land being part of U.S. Survey 1641, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 143.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 185.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 285.88 Feet to the POINT OF BEGINNING; thence North 89 degrees 13 minutes 58 seconds West, 456.45 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 68 degrees 36 minutes 02 seconds East, a radial distance of 330.00 Feet; thence northeasterly along the arc, through a central angle of 69 degrees 22 minutes 04 seconds, 399.53 Feet; thence South 89 degrees 13 minutes 58 seconds East, 147.61 Feet; thence South 00 degrees 46 minutes 02 seconds West, 213.72 Feet to the POINT OF BEGINNING. Containing 79,513.23 Square Feet or 1.8254 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 8

0.31 ACRES

VANTAGE TO GRG

04/28/05 JQP

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which

the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 193.75 Feet; thence South 00 degrees 46 minutes 02 seconds West, 223.39 Feet; thence South 32 degrees 28 minutes 00 seconds East, 110.96 Feet to the POINT OF BEGINNING; thence continue southeasterly along said line, 15.28 Feet; thence South 47 degrees 13 minutes 13 seconds East, 126.23 Feet; thence South 73 degrees 41 minutes 55 seconds East, 131.84 Feet; thence South 00 degrees 46 minutes 02 seconds West, 35.85 Feet; thence North 89 degrees 13 minutes 58 seconds West, 102.41 Feet; thence North 64 degrees 44 minutes 11 seconds West, 83.15 Feet; thence North 31 degrees 44 minutes 19 seconds West, 95.97 Feet; thence North 01 degrees 15 minutes 33 seconds East, 53.02 Feet to the POINT OF BEGINNING. Containing 13,685.13 Square Feet or 0.3142 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 9

0.03 ACRES

VANTAGE TO GRG

04/28/05 JQP

A tract of land being part of U.S. Survey 1641, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 433.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 5.90 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 102.77 Feet; thence North 21 degrees 13 minutes 13 seconds East, 207.94 Feet; thence North 43 degrees 57 minutes 54 seconds East, 208.11 Feet; thence North 59 degrees 46 minutes 37 seconds East, 104.29 Feet; thence North 75 degrees 05 minutes 19 seconds East, 34.71 Feet to the POINT OF BEGINNING; thence North

12 degrees 18 minutes 21 seconds East, 49.85 Feet; thence South 56 degrees 47 minutes 16 seconds East, 59.53 Feet; thence South 75 degrees 05 minutes 19 seconds West, 62.54 Feet to the POINT OF BEGINNING. Containing 1,385.93 Square Feet or 0.0318 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

BUT LESS AND EXCEPTING THE FOLLOWING SIX PARCELS:

LEGAL DESCRIPTION

AREA 1

0.37 Ac.

GRG TO CREEK VALLEY

04/28/05 JQP

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 143.75 Feet; thence South 00 degrees 46 minutes 02 seconds West, 66.60 Feet; thence South 49 degrees 25 minutes 26 seconds West, 113.84 Feet; thence North 40 degrees 34 minutes 34 seconds West, 127.47 Feet to the POINT OF BEGINNING. Containing 16,182.31 Square Feet or 0.3715 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 3

1.21 ACRES

GRG TO CREEK VALLEY

04/28/05 JQP

A tract of land being part of U.S. Surveys 1641 and 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 143.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet to the POINT OF BEGINNING; thence North 89 degrees 13 minutes 58 seconds West, 185.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 285.88 Feet; thence South 89 degrees 13 minutes 58 seconds East, 185.00 Feet; thence South 00 degrees 46 minutes 02 seconds West, 285.88 Feet to the POINT OF BEGINNING. Containing 52,887.80 Square Feet or 1.2141 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 5

0.18 ACRES

GRG TO CREEK VALLEY

04/28/05 JQP

A tract of land being part of U.S. Survey 1641, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 143.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 185.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 285.88 Feet; thence North 89 degrees 13 minutes 58 seconds West, 456.45 Feet to the POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies South 68 degrees 36 minutes 02 seconds East, a radial distance of 330.00 Feet; thence southerly along the arc, through a central angle of 20 degrees 22 minutes 13 seconds, 117.33 Feet; thence South 01 degrees 01 minutes 46 seconds West, 2.86 Feet; thence

South 82 degrees 25 minutes 36 seconds West, 138.45 Feet; thence North 49 degrees 05 minutes 46 seconds East, 207.13 Feet; thence South 89 degrees 13 minutes 58 seconds East, 3.44 Feet to the POINT OF BEGINNING. Containing 7,646.13 Square Feet or 0.1755 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 7

5.38 ACRES

GRG TO CREEK VALLEY TO VANTAGE

04/28/05 JQP Rev 9/20/05

A tract of land being part of U.S. Surveys 1641 and 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 193.75 Feet to the POINT OF BEGINNING; thence South 89 degrees 13 minutes 58 seconds East, 240.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 670.00 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 5.90 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 102.77 feet to a point; thence North 21 degrees 13 minutes 13 seconds East, 207.94 feet to a point; thence North 43 degrees 57 minutes 54 seconds East, 208.11 feet to a point; thence North 59 degrees 46 minutes 37 seconds East, 104.29 feet to a point; thence North 75 degrees 05 minutes 19 seconds East, 34.71 feet to a point; thence South 12 degrees 18 minutes 21 seconds West, 123.90 feet to a point; thence South 45 degrees 03 minutes 39 seconds East, 164.44 feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 34.48 feet to a point; thence South 45 degrees 13 minutes 10 seconds West, 197.21 feet to a point; thence South 23 degrees 50 minutes 10 seconds West, 120.41 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 150.32 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 120.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.68 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 500.00 feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 110.00 feet to a point; thence South 00 degrees 46 minutes 02

seconds West, 43.67 feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 119.31 feet to a point; thence North 89 degrees 12 minutes 29 seconds West, 100.95 feet to a point; thence South 67 degrees 15 minutes 16 seconds West, 81.70 feet to a point; thence South 34 degrees 15 minutes 24 seconds West, 95.97 feet to a point; thence South 01 degrees 15 minutes 33 seconds West, 42.95 feet to a point; thence North 32 degrees 28 minutes 00 seconds West, 110.96 feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 223.39 feet to the POINT OF BEGINNING containing 234,561.54 square feet or 5.38 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

LEGAL DESCRIPTION

AREA 10

0.23 ACRES

GRG TO CREEK VALLEY TO VANTAGE

04/28/05 JQP

A tract of land being part of U.S. Survey 1641, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 2,248.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 47 degrees 55 minutes 03 seconds East, a radial distance of 17,138.76 Feet; thence northwesterly along the arc, through a central angle of 02 degrees 54 minutes 27 seconds, 869.73 Feet; thence North 50 degrees 49 minutes 30 seconds East, 593.21 Feet; thence South 40 degrees 34 minutes 34 seconds East, 0.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 55 degrees 23 minutes 40 seconds West, a radial distance of 337.50 Feet; thence northeasterly along the arc, through a central angle of 08 degrees 59 minutes 18 seconds, 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 433.75 Feet; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 5.90 Feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 Feet; thence North 00 degrees 46 minutes 02 seconds East, 102.77 Feet; thence North 21 degrees 13 minutes 13 seconds East, 207.94 Feet; thence North 43 degrees 57 minutes 54 seconds East, 208.11 Feet; thence North 59 degrees 46 minutes 37 seconds East, 104.29 Feet; thence North 75 degrees 05 minutes 19 seconds East, 97.24 Feet to the POINT OF BEGINNING; thence continue easterly along said line, 110.88 Feet; thence South 81 degrees 49 minutes 16 seconds East, 110.09 Feet; thence South 08 degrees 10 minutes 44 seconds West, 119.00 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 24 degrees 26 minutes 21 seconds East, a radial distance of 25.00 Feet; thence northwesterly along the arc, through a central angle of 68 degrees 45 minutes 05 seconds, 30.00 Feet to a point of reverse curve to the left having a radius of 67.00 Feet and a central angle of 149 degrees 58 minutes 42 seconds; thence westerly along the arc, 175.38 Feet; thence North 56 degrees 47 minutes 16 seconds West, 73.65 Feet to the POINT OF BEGINNING. Containing 9,940.32 Square Feet or

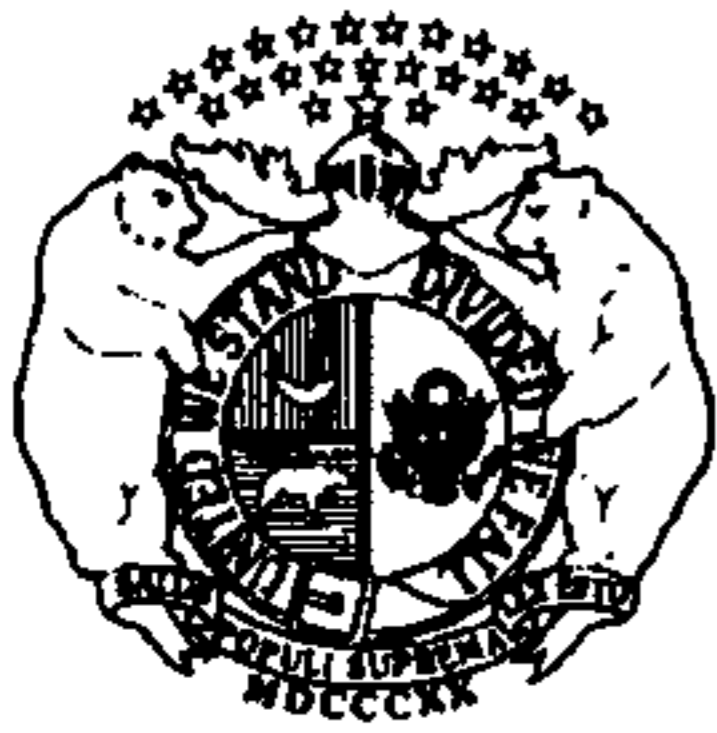
0.2282 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

AREA 11
0.10 ACRES
GRG TO CREEK VALLEY
04/28/05 JQP

A tract of land being part of U.S. Survey 1669, Township 47 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 Feet; thence North 26 degrees 24 minutes 19 seconds West, 301.72 Feet to the POINT OF BEGINNING; thence North 26 degrees 24 minutes 19 seconds West, 213.02 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 61 degrees 22 minutes 46 seconds East, a radial distance of 556.00 Feet; thence northeasterly along the arc, through a central angle of 02 degrees 28 minutes 43 seconds, 24.05 Feet; thence South 26 degrees 24 minutes 19 seconds East, 210.49 Feet; thence South 25 degrees 07 minutes 51 seconds West, 25.54 Feet to the POINT OF BEGINNING. Containing 4,237.21 Square Feet or 0.0973 Acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2005.

EXHIBIT B
Articles of Incorporation of Master Association



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm. 322
Jefferson City, MO 65102

ARTICLES OF INCORPORATION OF
BARATHAVEN MASTER ASSOCIATION
A MISSOURI NONPROFIT CORPORATION

The undersigned natural person(s) of the age of eighteen or more for the purposes of forming a corporation under the Missouri Nonprofit Corporation Act adopt the following Articles of Incorporation:

ARTICLE I: NAME OF CORPORATION

The name of the Corporation is BaratHaven Master Association.

ARTICLE II: CLASSIFICATION

The Corporation is a Mutual Benefit Corporation.

ARTICLE III: DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV: REGISTERED AGENT AND OFFICE

The name and address of the initial Registered Agent and Registered Office in Missouri is:

PEM Agency Corporation, 1001 Boardwalk Springs Place, O'Fallon, Missouri 63368

ARTICLE V: INCORPORATOR

The name and address of the incorporator is as follows:

Lynn G. Carey

7733 Forsyth Blvd., Suite 500, St. Louis, Missouri 63105

ARTICLE VI: DIRECTORS

The first Board of Directors of the Corporation shall be five (5) in number, their names and address being as follows:

<u>Name:</u>	<u>Address:</u>
Jeff Bogard	117 Triad West Drive O'Fallon, Missouri 63366
Scott Kerns	117 Triad West Drive O'Fallon, Missouri 63366
David L. Fisher	1000 St. Louis Union Station, Suite 102 St. Louis, Missouri 63103
Christopher P. McKee	1001 Boardwalk Springs, Suite 200 O'Fallon, Missouri 63368
Bruce L. Sokolik	1001 Boardwalk Springs, Suite 200 O'Fallon, Missouri 63368

ARTICLE VII: MEMBERS

The Corporation has Members.

ARTICLE VIII: DISSOLUTION

The assets of the Corporation will be distributed on dissolution as follows:

Upon dissolution of the Corporation, the assets of the corporation shall be distributed in accordance with the Missouri Nonprofit Corporation Act, including, without limitation, the applicable requirements of Sections 355.661 through 355.746 of the Revised Statutes of Missouri.

ARTICLE IX: CORPORATION'S PURPOSES

The Corporation is formed for the following purposes:

The Corporation is organized for the purpose of acting as a property owners' association with respect to the "Property" which is subjected to the covenants, conditions and restrictions imposed pursuant to the "Declaration" (as those terms are defined immediately below), and in connection therewith, shall enforce said covenants, conditions and restrictions, and shall exercise any and all of the powers and rights and perform any and all of the lawful duties and obligations to be

exercised or performed pursuant to the Declaration (as the same may be amended from time to time) by the property owners' association created pursuant to the Declaration.

The following terms, when used in these Articles of Incorporation, shall have the following meanings:

"Declaration" shall mean and refer to that certain "Declaration of Covenants, Conditions and Restrictions for BaratHaven", as recorded or to be recorded in the Office of the Recorder of Deeds for St. Charles County, Missouri (as such document may be amended from time to time).

"Property" shall mean and refer to all of the real property now or hereafter subjected to the provisions of the Declaration.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any portion of the Property.

No part of the net earnings of the Corporation shall inure to the private benefit of, or be distributed to, its Members, Trustees, Directors, Officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. Any other provision of these Articles notwithstanding, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation organized under the Missouri Nonprofit Corporation Act as now existing or hereafter amended.

ARTICLE X: EFFECTIVE DATE

The effective date of this document is the date it is filed by the Secretary of State of Missouri.

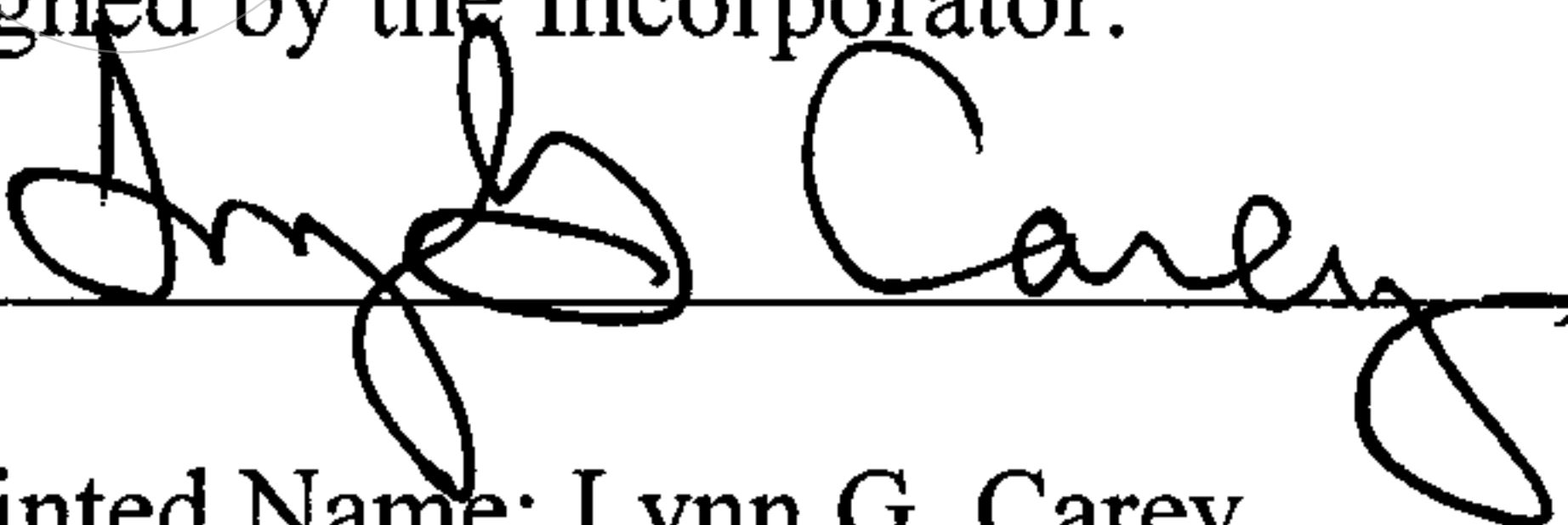
ARTICLE XI: BYLAWS

The Board of Directors shall adopt Bylaws for the regulation and management of the Corporation and such Bylaws shall be consistent with these Articles of Incorporation and the Missouri Nonprofit Corporation Act (which Bylaws may provide for indemnification and insurance regarding Directors and Officers and others affiliated with or employed by the Corporation).

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Signed by the Incorporator:



Printed Name: Lynn G. Carey

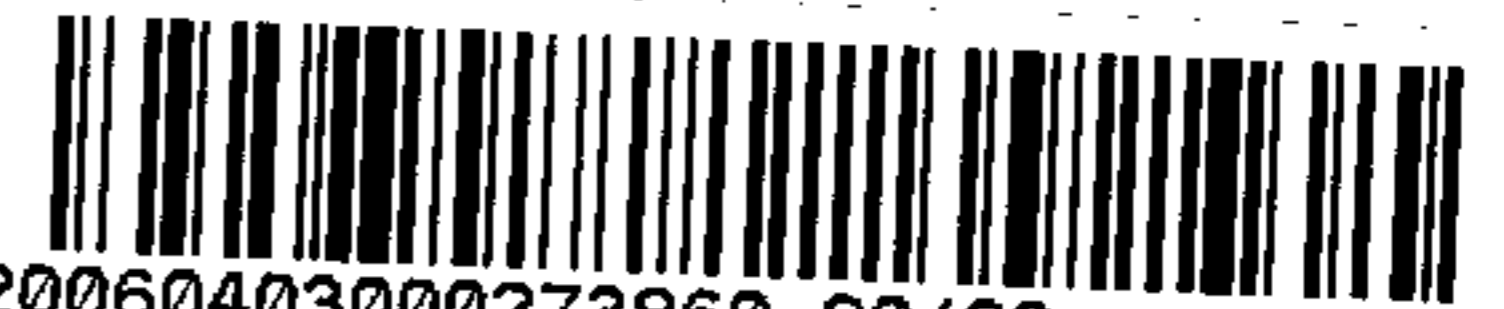


EXHIBIT C

**Depiction of Common Areas
along BaratHaven Boulevard**

UNOFFICIAL





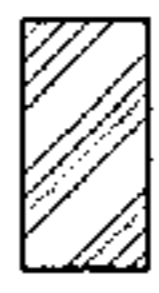

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EXHIBIT D

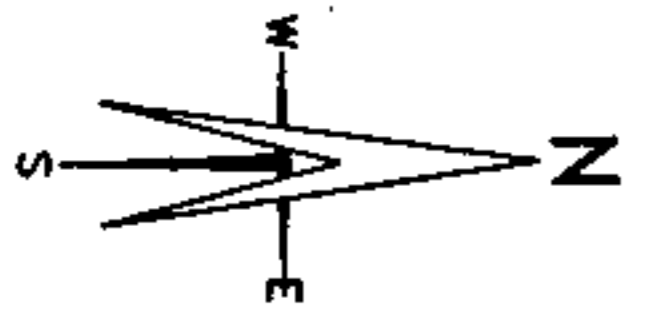
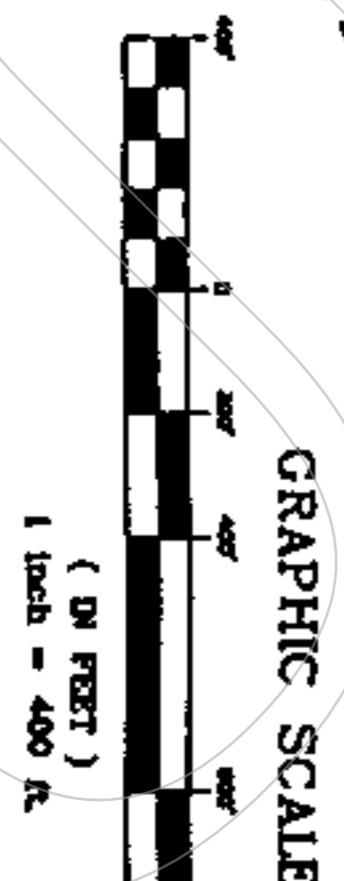
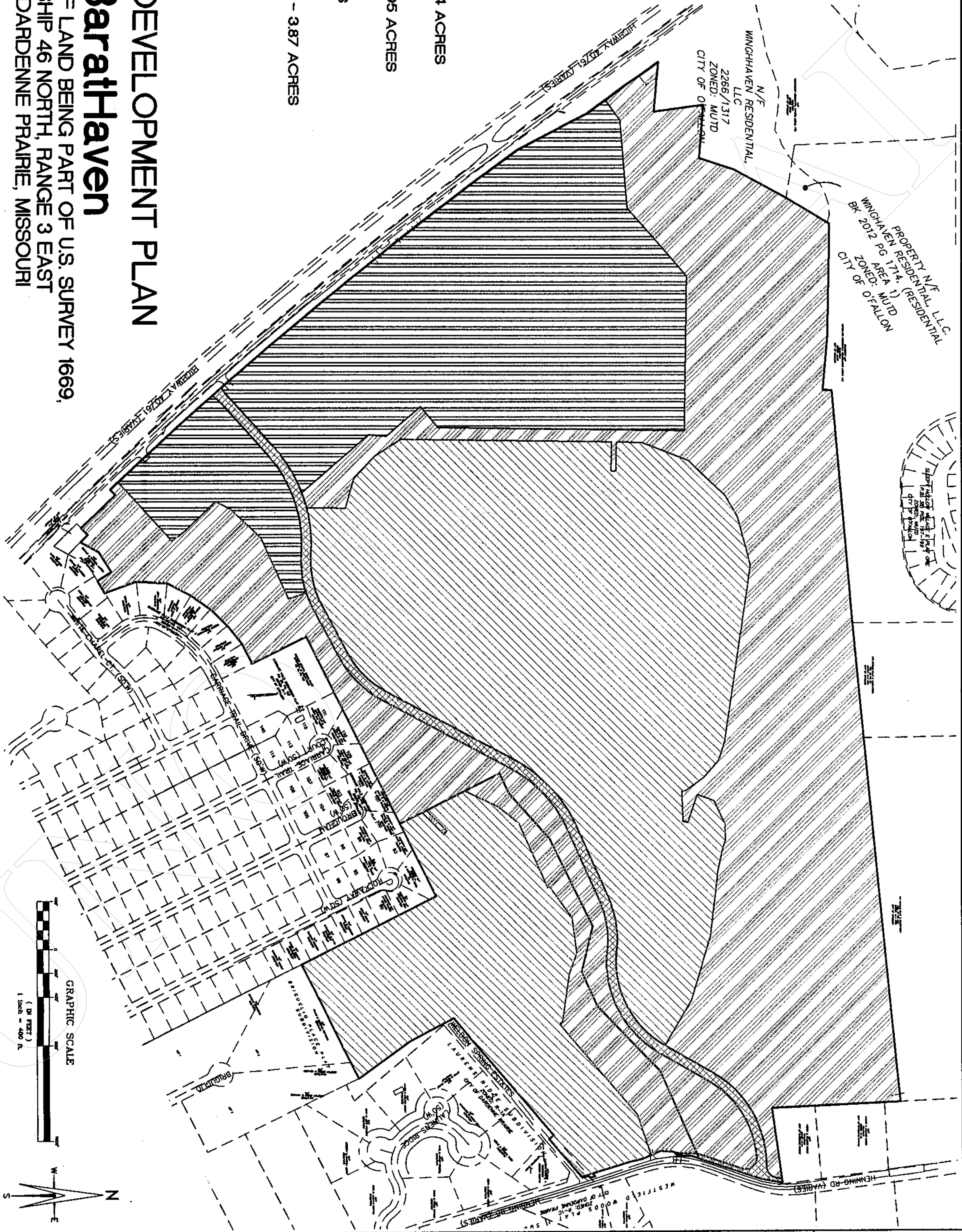
Master Development Plan

UNOFFICIAL



- LEGEND:**
-  RESIDENTIAL - 80.64 ACRES
 -  COMMERCIAL - 44.05 ACRES
 -  PARK - 82.84 ACRES
 -  COLLECTOR ROAD - 3.87 ACRES

MASTER DEVELOPMENT PLAN
BaratHaven
 PART OF A TRACT OF LAND BEING PART OF U.S. SURVEY 1669,
 OF TOWNSHIP 46 NORTH, RANGE 3 EAST
 CITY OF DARDENNE PRAIRIE, MISSOURI



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DATE	01/12/06
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ST. CHARLES ENGINEERING & SURVEYING, INC.
 801 S. FIFTH STREET, SUITE 202
 ST. CHARLES, MO 63301
 TEL: (636) 947-0807 FAX: (636) 947-2448

MASTER DEVELOPMENT PLAN
BaratHaven