Charleston Covenants Place

This Declaration of Covenants, Conditions and Restrictions is executed this 31st day of October, 1994 by Charleston Place Development Company, a Missouri partnership, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of all the property described in the plat of Charleston Place and Developer desires to impose upon said lands and improvements now or hereafter constructed thereon certain mutual and beneficial covenants, conditions and restrictions for the preservation and enhancement of the value, desirability and enjoyment thereof, which shall run with the land and bind and inure to the benefit of the Developer and all subsequent owners thereof; and

WHEREAS, Developer has deemed it desirable and necessary that an agency be created for purposes of certain ownership, operation, maintenance and administration rights, duties and obligations hereinafter set forth and has participated in the formation of the Charleston Place Property Owners Association, a Missouri not-for-profit corporation, hereinafter called "Association", for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, Developer hereby declares that the real property described in Article II hereof is hereby made subject to the provisions of this Declaration, and said property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereafter set forth, which shall run with the land and be binding on all present and future owners of said real property. It is expressly declared that the rights of existing holders of deeds of trust are not affected by the adoption of these covenants.

ARTICLE I

DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used herein:

(A) "Declaration" means this instrument as amended from time to time in the manner herein provided.

(B) "Developer" means Charleston Place Development Company, its successors and assigns.

(C) "Association" means Charleston Place Property Owners Association, a Missouri not-for-profit corporation, its successors and assigns.

(D) "Project" means all real property concurrently herewith or in the future submitted to this Declaration and any improvements now or hereafter constructed thereon.

(E) "Lot" means the tract of land designated by a number on the recorded plat of Charleston Place or any subsequent plat for which these covenants are made effective.

(F) "Member" means all those persons or entities who are members of the Charleston Place Property Owners Association, as hereinafter provided.

(G) "Owner" means any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning a lot.

(H) "Occupant" means any person or persons in possession of a lot.

(I) "Common Elements", "Common Area" and "Common Property" mean any property, real, personal or mixed, owned by the Association and intended to be devoted to the common use and enjoyment of the Owners.

(J) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of the Project, or as may be provided in or by this Declaration or any Supplemental Declaration.

(K) "Common Expense" means all expenses incurred by the Association for maintenance, repair, replacement, operation, management and administration of the Project. Any expenses which are the specific responsibility of an individual owner may be paid by the Association as a Common Expense and charged to the responsible Owner as a Personal Charge for reimbursement.

(L) "Assessment" means such amounts as are required by the Association for payment of the Common Expenses and levied against the Owners by the Association therefor.

(M) "Personal Charge" means any expense or charge of the Association for which a specific Owner is liable.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **Existing Property**. The existing real property which is and which shall be held, transferred, sold, conveyed, hypothecated, encumbered and occupied subject to this Declaration is located and situated in the County of Cole, State of Missouri, to wit:

Charleston Place, according to the plat thereof recorded in Plat Book 11, Page 718, in the office of the Recorder of Deeds of Cole County, Missouri.

Section 2. **Additions to Existing Property**. Additional lands may become subject to this Declaration in the following manner:

(A) The Developer, its successors and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development, regardless of whether said properties are presently owned by the Developer. Any additions to the Project will be of similar quality and aesthetically compatible with the then existing properties and otherwise conform generally with the provisions of this Declaration and the plat. Such proposed additions, if made, shall become subject to the Assessments hereinafter provided for Common Expenses. Under no circumstances shall this Declaration or any supplemental declaration or any general plan of development bind the Developer, its successors and assigns, to make the proposed additions or to adhere to any particular or general plan of development in any subsequent phase of development, or in anywise preclude the Developer, its successors and assigns from conveying the lands included in any general plan of development, but not having been made subject to this Declaration or any supplemental declaration as herein provided, free and clear of such Plan, as well as free and clear of this Declaration or any supplemental declaration.

(B) The additions authorized hereunder shall be made by filing of record a supplemental declaration with respect to the additional property which shall extend the plan of this Declaration to such property and the Owners, including the Developer, of lots in such additions shall immediately be entitled to all privileges herein provided.

(C) Such supplemental declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such supplemental declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any supplemental declaration with respect to the then existing property.

Section 3. **Limitation on Additions.** No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to this Declaration unless the Developer, its successors and assigns, shall indicate in writing to the Association that such additional lands may be included hereunder.

ARTICLE III

THE ASSOCIATION

Section 1. **General Powers and Duties.** The operating entity of the Project shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions, including the obligation and duty to maintain the common areas. Every Owner shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and all applicable laws, statutes, ordinances and governmental rules and regulations.

Section 2. **Specific Powers and Duties.** Without limitation of the foregoing general powers and duties, the Association is expressly authorized in its discretion and on behalf of the Owners to do any or all of the following:

(A) To adopt, amend, publish and enforce reasonable rules and regulations relating to the possession, use and enjoyment of the Project.

(B) To obtain legal, accounting, contracting and other professional services necessary or desirable for the operation of the Project.

(C) To obtain insurance coverage for the Common Property which may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, personal property damage, comprehensive general liability, hired and non-owned automobile coverage, Worker's Compensation, and such other coverage as the Board of Directors of the Association shall from time to time determine to be necessary, desirable or advisable.

(D) To levy, collect and enforce Assessments in the manner provided in this Declaration in order to pay the Common Expenses of the Project.

(E) To cause an external review by an independent public accountant to be conducted for the accounts and financial records of the Association.

(F) To cause to be opened and maintained such accounts as are necessary or desirable in banks or savings and loan associations for deposit of funds of the Association.

(G) To enter upon and within any property in the Project at any time reasonable under the circumstances for any purpose reasonably related to the performance of its rights, duties and obligations in connection with the Project.

(H) To repair, maintain, replace or repaint any and all Common Properties and to acquire materials, supplies, personnel or equipment necessary or proper in connection therewith.

(I) To enter into contracts with, and delegate authority to, a management agent.

(J) To establish rules and regulations for the conduct of garage sales and for collection of trash, and to negotiate contracts for trash pickup for the Project.

(K) To do all other lawful things or acts deemed by the Board of Directors of the Association to be necessary, desirable or appropriate for the administration, operation and maintenance of the Project.

Section 3. **Limited Liability**. Neither the Association nor any managing agent shall be responsible for acts or failures to act which do not amount to gross negligence or willful misconduct or for the acts or failures to act of any Owner or for the breach of any obligation of any Owner. Notwithstanding the duty of the Association to maintain and repair parts of the Project and the Common Elements therein, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners, Occupants or persons.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership**. The Developer, its successors and assigns, as to any and every lot owned by the Developer, and each Owner shall be a Member of the Association and shall remain a Member until they cease to be an Owner. The membership of each Owner in the Association is appurtenant to and inseparable from his ownership of a lot and shall be automatically transferred upon any transfer or conveyance of the lot to any transferee or grantee authorized herein or by the Association; provided, however, this provision shall not be applicable to any such transfer or conveyance merely for the purpose of securing the performance of an obligation.

Section 2. **Voting Rights**. Every member of the Association other than the Developer shall be entitled to one (1) vote for each lot owned, and the Developer shall be entitled to ten (10) votes for each lot owned.

A vote as to any lot is not divisible and when more than one person or entity owns a single lot, their vote shall be collectively exercised as they among themselves determine in accordance with, and subject to, the provisions and restrictions set forth in the By-Laws of the Association.

ARTICLE V

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. **Ownership by Association.** All property acquired by the Association, whether real, personal or mixed, shall be held, utilized and disposed of by the Association as Common Property for the use and benefit of the Owners within the Project. Except as otherwise specifically provided in this Declaration, any expense of the Association for acquisition, ownership, administration, maintenance, operation, repair or replacement of the Common Properties shall be treated as, and paid for as, part of the Common Expense of the Association.

Section 2. **Conveyance by Developer.** It is contemplated that the Developer shall construct or provide the initial Common Property within the Project. The Developer shall, within a reasonable time after the completion of construction of any improvements which the Developer makes as Common Property within the Project, convey such improvements to the Association; provided that, Developer shall be the sole judge as to the time when such improvements, if any, shall be constructed or provided and if the Developer shall decide that it is not economically feasible to construct or provide all or any portion of such due to the failure to sell sufficient lots, it shall not be obligated to construct or provide same. The cost of ownership, administration, maintenance, operation, taxes and other expenses incident thereto after construction or installation and conveyance to the Association shall be the obligation of the Association and shall be paid from Assessments as herein provided.

Section 3. **Owners' Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall be associated with the title to every lot, subject to:

(A) The right of the Association to limit the number of guests of Owners;

(B) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility or other improvements situated upon the Common Properties;

(C) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said property, provided the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder unless there should be a default under said mortgage or deed of trust;

(D) The right of the Association to suspend the voting rights and use of Common Property by an Owner, as provided in this Declaration;

(E) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be determined by the Board of Directors of the Association.

(F) The right of the Association to limit, as to each lot, the number of Members or other persons who may be entitled to the benefit of this easement of enjoyment as to the Common Properties and facilities, and also to limit the use of particular Common Properties to the extent necessary to prevent crowding.

Section 4. **Delegation of Easement of Enjoyment.** Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner may be transferred to a tenant or lessee who shall occupy the lot of such Owner under a written lease agreement, provided (1) that a copy of such lease agreement is made available to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of an Owner under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the Association shall determine.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of Lien.** Each Owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments, and (2) Special Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing charge and lien upon the lot against which each such Assessment is made.

Section 2. **Purpose of Assessments.** The Assessments levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Project, and in particular for the improvement and maintenance of storm water detention facilities and other properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated thereon; including, but not limited to, the payment of taxes and insurance thereon, maintenance, repair, replacement and additions thereto, trash and snow removal, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. **Maximum Annual Assessment.** Until January 1st of the year immediately following the date of this instrument, the maximum Annual Assessment shall be $275.00 per lot. From and after January 1st of the year immediately following the date of this instrument, the maximum Annual Assessments aforesaid may be increased each year by not more than 10% above the maximum Annual Assessment for the previous year by vote of the Board of Directors of the Association and without a vote of the Membership. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after January 1st of the year immediately following the date of this instrument, the maximum Annual Assessment may be increased above 10% in any year by a majority vote of Members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may at any time within its discretion fix the Annual Assessment at an amount less than the amounts aforesaid.

Section 4. **Assessments for Capital Improvements.** The Board may establish an Initial Capital Assessment in the amount of $275.00 per lot, payable on the sale of a lot to the first individual owner, which shall be held and used solely for capital improvements (which may include, in the Developer's discretion, a swimming pool and clubhouse) for the project.

In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Properties; provided that, the assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. **Notice and Quorum for Any Action of Members Authorized Under Sections 3 and 4.** Written notice of any meeting of the Membership called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all Members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all the votes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. **Date of Commencement of Assessments.** Annual Assessments shall commence and become due and payable as to each lot on the first day of the month following the transfer to the Owner by the Developer of a fee interest therein. The first Annual Assessment for each lot shall be prorated according to the number of months remaining in that calendar year, and thereafter shall become due on January 1st of each year, or such other date as may be determined by the Board of Directors. The Board may provide that annual assessments may be made payable on other than an annual basis, in which case periodic payments may be increased to cover the cost of the additional accounting required. Written notice of Assessments shall be given at least 30 days prior to the due date for payment of Assessments. The due date of any Special Assessment shall be fixed in the resolution authorizing such assessment and may also be payable other than annually, within the discretion of the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, for which certificate a reasonable charge may be imposed.

Section 7. **Non-Payment of Assessments.** If any Assessments are not paid on the date when due, then such Assessments shall become delinquent and the Association shall have the right to declare the entire assessment due and payable, together with such interest thereon and costs of collection thereof as hereinafter provided. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his lot.

If Assessments have become delinquent and the Association shall declare the entire Assessment due and payable, the same shall bear interest from the date of delinquency at any lawful rate, as determined from time to time by the Board of Directors of the Association or, if not so determined, at the rate of 9% per annum. In the event a judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. **Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to assessment. While the ordinary sale or transfer of any lot shall not affect the Assessment lien, the sale or transfer of any lot which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish the Assessment lien on transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local authority; (b) the Common Properties; (c) utilities; (d) utility easements and all other easements; and (e) any Reserved Properties.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. The original construction of a residence upon a lot will require the written approval by the Developer of the plans and specifications for such residence and any appurtenant structures or improvements, including fences and landscaping, and construction shall be strictly in accordance with the plans and specifications therefor. Developer may appoint a Builders Design Committee to assist Developer in approval of original construction.

Section 2. After the original construction is completed, no building, garage, carport, tool shed, storage house, wall, fence or other structure or improvement of any kind, nor any addition thereto, whether prefabricated or manufactured off-site or built on-site, shall be constructed or placed on any lot until the plans and specifications for said improvement, including the location of said improvement on the lot, shall have been submitted to and approved in writing (as to harmony of external design and location in relation to surrounding structures and topography) by the Architectural Control Committee of the Board of Directors of the Association. Such Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been properly submitted to it in accordance with reasonable rules and regulations which may be promulgated thereby, approval will not be required and this provision will be deemed to have been fully complied with.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. **Failure to Maintain by Owner.** In the event the Owner of any lot shall fail to properly provide for exterior maintenance of the improvements thereon, the Association may, but shall not be obligated to, provide such exterior maintenance as follows: repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks and other exterior improvements, including repainting or staining, as needed.

All lots shall be maintained by the lot owners in a manner in keeping with the residential nature of the subdivision, and no unsightly, rank growth of weeds or brush shall be permitted on any lot. In the event any lot owner fails to maintain his lot in a manner in keeping with the neighborhood, the Architectural Control Committee may give notice in writing, by mail, to the lot owner; and if the lot owner does not correct the condition within fifteen (15) days thereafter, the Committee may have such needed maintenance done and assess the cost thereof against the lot owner.

Section 2. **Assessment of Cost.** The cost of such exterior maintenance shall be assessed against the lot upon which the maintenance is done and shall be added to, and become a part of, the Annual Assessment to which such lot is subject and as a Personal Charge; and, as a part of such Annual Assessment or charge, it shall be a lien upon said lot until paid (subject however, to any prior lien by reason of a first mortgage or first deed of trust) and shall become due and payable in all respects as provided herein for Assessments.

ARTICLE IX

USE AND OCCUPANCY RESTRICTIONS

Section 1. **Occupancy Restrictions.** The Owner of a lot shall occupy and use his lot as a private residential dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees; provided, however, leasing or renting of the lot by an Owner thereof shall be permitted.

Section 2. **Restricted Lots.** Lots 2 through 12 shall be restricted for either condominium use or single family dwellings.

Section 3. **Use of Common Property.** Any person who is an Owner, together with members of his family, social guests, lessees, tenants, and invitees, may use the recreational facilities, if any, and the other Common Elements. Where a corporation is an Owner, the use of said facilities shall be limited at any one time to such persons designated by said corporation who are in actual residence or possession of the lot, and such persons shall be deemed to be the Owner for the purposes of this paragraph.

Section 4. **Rules and Regulations.** The Association Rules and Regulations shall be available from the officers of the Association, and on transfer of ownership the seller shall deliver a copy to the buyer. Notwithstanding anything hereinabove to the contrary, Owners, their family members, invitees, guests, tenants and lessees shall be bound by all such Rules and Regulations.

Section 5. **General Appearance and Use.** Unless the Board of Directors shall find special circumstances sufficient to justify a variance, the following criteria shall normally be followed:

Residential buildings, including porches, paved terraces or attached garages, shall not be built closer than ten (10) feet from the side property lines on interior lots, nor closer than ten (10) feet from the side street right-of-way line on corner lots. Rear yards shall be not less than thirty (30) feet. No building shall extend closer to the street than the building setback line shown on the plat.

The exterior of all buildings on the front and two sides shall be finished to ground level and textured or covered with brick, stone or stucco. Partially exposed concrete foundations at ground level will be permitted. All sides of all corner lot houses shall be finished to ground level. No concrete blocks shall be used for foundations.

One-story houses and split levels must have a minimum of 1,800 square feet of living space (exclusive of basements, garages, carports, porches, patios or other open areas), plus a two-car attached, side-entry garage. The roof line must have three breaks (i.e., "dormers"), with three 3-foot minimum offsets in front view, and a minimum 7/12 pitch roof line on the main body, using architectural-type roofing material with a 25-year life.

One-and-one-half-story houses must have a minimum of 1,600 square feet of living space on the first floor and a minimum of 900 square feet of living space on the one-half story, for a total minimum of 2,500 square feet of living space (exclusive of basements, garages, carports, porches, patios or other open areas), plus a two-car attached, side-entry garage. The roof line must have three breaks (i.e., "dormers"), with three 3-foot minimum offsets in front view, and a minimum 7/12 pitch roof line on the main body, using architectural-type roofing material with a 25-year life.

Two-story houses must have a minimum of 1,600 square feet of living space on the first floor and a minimum of 1100 square fee on the second floor, for a total minimum of 2,700 square feet of living space (exclusive of basements, garages, carports, porches, patios or other open areas), plus a two-car attached, side-entry garage. The roof line must have a minimum 7/12 pitch on the main body, using architectural-type roofing material with a 25-year life.

All driveways and parking areas must be hard surfaces, either asphaltic concrete, concrete, brick or combination thereof.

Sidewalks shall be constructed by the Developer adjacent to the streets in the project, within the street rights-of-way.

Concrete retaining walls must be textured or covered with brick, stone or stucco. New railroad or garden ties may be used. Location and type of wall must be approved by the Architectural Control Committee.

~~No basketball goals shall be permanently erected on the front of any house or in the front yard of any house.~~

Fences may be erected along rear lot lines, but only after the design and materials to be used in constructing fences are approved by the Architectural Control Committee of the Board of Directors of the Association.

Neither firewood nor any other type of wood may be piled or stacked on any lot in such a location where it is visible from the street in front of the lot.

No old house or other used building shall be moved or placed on any lot, except that temporary construction offices and storage buildings may be placed during the period of construction on any lot, and a sales office or offices or a trailer or mobile home used for the purpose of a sales office may be placed with the approval of the Design Committee during the development period.

No sign may be erected or displayed to the public view on any lot except one professional sign of not more than one and one-half (1½) square feet, one or more signs of not more than six (6) square feet advertising the property for sale or rent, or signs not exceeding 100 square feet used by a Developer to advertise the subdivision or used by a builder to advertise the property being constructed during the construction and sales period.

The Board of Directors may specify one or more dates during the year for holding garage or yard sales, and may prohibit such sales at other times except with written permission of the Board, to allow for hardship cases such as moving sales.

Boats, trucks larger than three-quarter ton, and cargo, boat, house or camping trailers or pickup trucks with camper bodies shall not be parked on the driveway or in the yard of any lot so as to be visible from the street. To accommodate visitors, the Board may grant permission for motor homes, campers or travel trailers to be parked for a limited period. No disabled motor vehicle shall be parked or kept on any lot so as to be visible from the street for more than forty-eight (48) hours.

Radio or television transmitting or receiving antennas, including satellite dishes, shall not be allowed except with specific approval of design and provisions for concealing or otherwise reducing the visual effect.

Mailboxes shall be provided by the Developer, with standard numbers located thereon.

Pets shall be kept within the lot boundaries or on leash and not allowed to run at large, and the Board may assess a Personal Charge for each violation, after notice to the owner and opportunity for hearing if requested.

Section 6. **Violations.** In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance. In lieu thereof or in addition thereto, the Association shall have the right to levy a Personal Charge, enforceable in the same manner as assessments, against the Owner and his lot for such sums as are necessary to enjoin and to restore the affected lot or Common Property to good condition and repair.

ARTICLE X

OWNER LIABILITY

Section 1. Any violations of this Declaration, the Association Articles of Incorporation, By-Laws, Rules and Regulations, or any laws, statutes, ordinances, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner shall be the responsibility of said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

ARTICLE XI

SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT

Section 1. **Regular Suspension.** Should an Owner become delinquent in the payment of any Assessment or Personal Charge or violate any other provision of this Declaration, the Association Articles of Incorporation, By-Laws or Rules and Regulations, the Association may deny such Owner enjoyment of the Common Properties until such time as any such delinquent Assessments or Personal Charges, and any interest due thereon, are paid and any such violations are ceased and any penalties therefor are satisfied.

Section 2. **Penalty Suspension.** The Association shall further have the right, in its sole discretion, to impose as a Penalty Suspension for any such violations, the suspension of such easement of enjoyment for a period not to exceed thirty (30) days for any one violation or occurrence. An Owner must be given such notice and such opportunity as is reasonable under the circumstances to refute or explain in person or in writing the charges against him by the Association before any decision of the Association to impose any such Penalty Suspension in enforced.

Section 3. **General.** Any suspension of rights under these provisions shall not be used as a basis for any reduction of Assessments or other charges payable by such owner.

ARTICLE XII

DEVELOPER'S RIGHTS

Section 1. **Specific Reservations.** In addition to each and every right of Developer set forth elsewhere in this Declaration, the Developer specifically reserves the following rights:

A. So long as any lot is being held by the Developer for sale in the ordinary course of business, Developer may use such portions of the Common Elements as Developer shall determine in its sole discretion for the purpose of aiding in the sale of such lots, including the right to use portions of the Common Elements for parking for prospective purchasers and such other persons as Developer determines. Notwithstanding any provisions of this Declaration to the contrary, Developer further reserves and shall have the right to use any lot owned by it for Model Home purposes in furtherance of its sales program. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Elements or in Model Homes.

B. Developer may designate the Board of Directors of the Association until such time as the initial terms provided in the Articles of Association expire, and said Directors may not be removed by members of the Association. When any vacancy occurs during such initial terms for any reason, such vacancies shall be filled by the persons designated by the Developer.

C. Developer may assign, transfer or convey all or any reservations hereunder and upon such assignment, transfer or conveyance, Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation.

ARTICLE XIII

AMENDMENT OF DECLARATION

Section 1. **Owners' Right of Amendment.** This Declaration may be amended at any regular or special meeting of Owners, duly called and convened in accordance with the By-Laws, by the affirmative vote of members casting a majority of the total votes of each class of members of the Association. Such amendment shall not be effective until certified by the Board of Directors and recorded in the Cole County Recorder's Office.

No such amendment shall change the voting rights of an Owner, unless the Owners thereof and all record holders of first deeds of trust thereon shall join in the execution of the amendment. No such amendment shall be passed which shall impair or prejudice the rights and priorities of any first deed of trust or change the provisions of this Declaration with respect to first deeds of trust without the written approval of all note holders secured by first deeds of trust of record, this being a covenant for the benefit of such first note holders and enforceable by them.

No such amendment shall change, impair or prejudice the rights and privileges of the Developer without the prior written approval of the Developer.

Section 2. **Developer's Right of Amendment.** Notwithstanding any other provisions of this Declaration, the Developer reserves the following rights of amendment:

A. The Developer may at any time amend the Declaration as it may determine to be necessary in its sole discretion, or as may be required by any lending institutions to qualify the Project for loans, or as may be required by any public body for any reason, provided that any such amendment shall not change the rights of holders of first deeds of trust, change any voting rights of Owners, or change the size of the Common Elements to the material prejudice of the Owners.

B. Developer may amend this Declaration in any manner which is, in the sole discretion of Developer, necessary or advisable to clarify the intent of the Developer, eliminate ambiguities herein, or to correct errors in the preparation and recording hereof.

C. Amendments by the Developer need only be executed and acknowledged by the Developer. The consent of the Owners, the Association, the holder of any lien in the Project, or any other person or entity shall not be required in connection therewith.

Section 3. **Governmental Approval of Amendments.** Any amendment to this Declaration which would change the obligation to maintain the storm water detention facilities approved by the County of Cole for the project shall require the written approval of the County of Cole before it shall become effective.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1. **Invalidity.** If any of the provisions of this Declaration, the Articles of Association or By-Laws of the Association, or any section, clause, phrase, word or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 2. **Notices.** Whenever notices are required to be sent hereunder, the same may be delivered to Owners either personally or by first-class mail, addressed to such Owners at their place of residence on file with the Association. Proof of such mailing or personal delivery shall be given by affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association and notices to the Developer shall be delivered in person or by mail to any responsible officer thereof at their respective offices. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the Association office.

Section 3. **Genders and Plurals.** Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the Project.

Section 4. **Captions.** The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied on nor used in construing the meaning or effect of any of the text.

Section 5. **Validity of First Liens.** Where any first deed of trust fails to be a first lien, but it is evident that it is intended to be a first lien, it shall for the purposes of this Declaration be deemed to be a first lien.

Section 6. **Flood Plain Information.** To the best knowledge, information and belief of the Developer, no lot will be constructed or sold within an area designated by any Federal, State or local agency to be "Flood Prone" as identified by the Federal Insurance Administration, U.S. Department of Housing and Urban Development. As the lots are not believed to be within the flood plain of any 100-year design storm, minimum floor elevations are not required to be reflected on any record plat of the lots. However, each Owner is advised to verify the most current information available on the status of flooding of the property.

Section 7. **Warranties and Representations.** The Developer specifically disclaims any intent to have made or to make any warranty or representation in connection with the Project and documents related thereto, except as specifically set forth therein, and no person shall rely upon any other warranty or representation. Taxes or other charges in connection with the Project are or will be estimates only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

Section 8. **Owner Approval.** The Owners, by virtue of their execution of a contract for purchase or acceptance of a deed of conveyance of their lot, and other parties by virtue of their occupancy of lots, shall be deemed to approve the foregoing and all of the terms, conditions, restrictions, rights, duties and obligations hereof.

Section 9. **Governmental Authority.** The Project is subject to conditions, covenants, limitations, restrictions, reservations and all other matters of record and the rights of the United States, the State of Missouri, the County of Cole and the City of Jefferson, and any other governmental or quasi-governmental authority or agency now or hereafter existing, as to any statutes, laws, orders, ordinances, rules or regulations applicable thereto.

Section 10. **Enforcement.** Enforcement of this Declaration may be by any proceeding at law or in equity brought by the Association, the Developer or any Owner against any person or persons violating or attempting to violate any covenant, condition, or restriction herein, either to restrain violation or to recover damages against the party in violation or to enforce any lien created by these covenants. Failure by the Association, the Developer or any Owner to enforce any lien, covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11. **Applicability.** All provisions set forth herein shall extend to and be binding on the respective personal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized corporate officers and its seal affixed as of this 31 ST day of October, 1994.

Charleston Place Development Company,
a Missouri partnership

By: ______________________
Kent George, President of the Managing Partner - Estate Land Development, Inc. (a Missouri corporation)

____
Secretary of Estate Land Development, Inc.

ESTATE LAND DEVELOPMENT, INC. CORPORATE SEAL MISSOURI 1983

STATE OF MISSOURI]
] ss.
COUNTY OF COLE]

On this 31 ST day of October, 1994, before me appeared Kent George, to me personally known, who, being by me duly sworn, did say that he is the President of Estate Land Development, Inc. (a Missouri corporation) — the Managing Partner of Charleston Place Development Company, a Missouri partnership; that the seal affixed to the foregoing instrument is the corporate seal of Estate Land Development, Inc.; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; that said corporation is now in good standing; and acknowledged said instrument to be the free act and deed of said corporate Managing Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

____
Notary Public

My Commission Expires:

12-20-97

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI