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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS

THIS DECLARATION, made as of the 19th day of October, 1992, by WHITTAKER CONSTRUCTION, INCORPORATED, a Missouri corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer owns all of that certain tract of land in the County of St. Charles, Missouri, as such tract of land is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Developer intends, by recordation of this Declaration, to subject the Property to the terms and provisions of this Declaration.

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

ARTICLE I

DEFINITIONS

1. "Assessment Year" shall be the calendar year.

2. "Association" shall mean and refer to the The Highlands Homeowners Association, a Missouri Not-for-Profit corporation, its successors and assigns.

3. "Common Area" or "Common Areas" shall mean and refer to those areas of land within the Subdivision which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners. Such Common Areas shall include, by way of example and not by way of limitation, the area identified as "Detention Area" as designated on the Plat and all other area described on the Plat as "Common Ground".

4. "Developer" shall mean and refer to Developer and to its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development.

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

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

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

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

9. "Plat" shall mean and refer to the plat of The Highlands recorded in Plat Book 31, pages 96-97 of the Office of Recorder of Deeds for the County of St. Charles, Missouri, a copy of which is being recorded simultaneously with this Declaration and is incorporated herein by reference, and which plat reflects, among other matters, the Lots, the Common Area and certain utility easements. "Plat" shall also mean and refer to any additional subdivided property made subject to this Declaration from time to time by amendment in the manner provided herein.

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

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

2. Additions to Existing Property. The Developer may cause additional properties to be made subject to this Declaration by executing and recording an amendment to this

Declaration, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision. The properties thus added may include areas and facilities which are to constitute a portion of the Common Areas. An amendment to this Declaration which adds Common Areas to the Subdivision may contain special covenants and restrictions as to such Common Areas.

ARTICLE III

PROPERTY RIGHTS

1. Common Areas.

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

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

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

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

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

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

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

(vi) the right of the Directors, on behalf of the Association, to negotiate with any public agency for the conveyance of all or any part of the Common Areas, for any public purpose, and to execute such instruments as may be necessary for such purpose, subject to the proceeds of any such conveyance being held by the Association in trust for the Owners.

Each Owner and such Owner's family, guests and invitees shall use and exercise their easement rights over the Common Areas in a reasonable manner so as not to endanger or harm others, create a nuisance for others, or cause any obstruction or impediment to the use of the easements created by this Declaration by others authorized to use them.

c. Association Right to Grant Easements and Easement Over Lots. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Subdivision.

A perpetual, nonexclusive easement is hereby established in favor of the Association, its employees, agents, contractors, successors and assigns for a reasonable right of entry on any Lot to perform repairs or to do other work reasonably necessary for the proper maintenance of the Common Areas and/or to perform any of the powers, rights and duties available to or imposed upon the Association by this Declaration and/or the Bylaws of the Association.

d. Conveyance of Title. Title to the Common Areas shall be conveyed to the Association no later than the date by which Directors are elected by Owners. Upon termination of the Declaration, title to the Common Areas shall vest in the then Owners as tenants in common. The rights of such tenants shall

only be exercisable appurtenant to and in conjunction with their Lot ownership and any conveyance or change of lot ownership shall convey ownership in the Common Area, as no interest in the Common Area shall be conveyed by any such tenant except in conjunction with the sale of such tenant's Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

3. Proxies. At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.

4. Association Meetings. Meetings of Owners shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Developer sells the last Lot in the Subdivision owned by Developer to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the Owners may be called by a majority of the Directors, or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than five days before such meetings to all Owners and Directors, if such Directors are not Owners and to

those institutional holders of a first mortgage or first deed of trust on any Lot that have requested such notice by written notification to the Directors no fewer than ten days prior to any such meeting. Any Owner or holder of a first mortgage or first deed of trust shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the person or entity entitled to notice at his or her last known address.

5. Quorum. A quorum of Owners for any meeting shall consist of Owners having a one-tenth (1/10) of the votes in the Association, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a majority of a quorum shall be valid as the act of the Association. If a quorum is not present at any meeting, another meeting shall be called as provided above, and business may be conducted at said second meeting if at least one-tenth (1/10) of the Owners attend in person or by proxy.

ARTICLE V

BOARD OF DIRECTORS

1. Number and Term. The Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) persons, with each person elected by a majority vote of a quorum of Owners. Except as otherwise provided herein, each Director shall hold office for the term of one year and until his successor shall be elected and qualified. The first Board of Directors shall consist of Robert N. Whittaker, Sr., Robert N. Whittaker, Jr. and Shirley J. Whittaker and, so long as the Developer owns any Lots in the Subdivision, the Developer shall have the sole authority to remove and replace each of the Directors and appoint successor Directors. Within sixty (60) days after the closing of the sale of the last Lot to be sold by Developer, or at such earlier time as Developer may elect, Developer shall cause the Directors to call a meeting of the Association for the purposes of electing new Directors.

2. Election of Directors by Mail. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors may be conducted by mail. In order to conduct an election by mail, the Board shall send a notice for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association, notifying the Owner(s) of the election and requesting nominations for the Board of Directors. The notice shall specify that

nominations will be received for a period of three (3) weeks from the date set forth on the notice. Any Owner wishing to submit a nomination of an individual shall notify the Board of Directors in writing of the name of the nominee; the nominee shall consent to such nomination in writing on the letter containing such nomination and the nominee shall also sign the letter setting forth the nomination of the nominee. After receiving nominations, the Board shall prepare a ballot containing the names of all nominations validly submitted to the Board in accordance with the requirements hereof within the time limit established in the notice. The ballot shall have typed upon it the address of the Board to which the ballot must be returned and the date by which the ballot must be received by the Board in order to constitute a valid vote. The date by which ballots must be received shall be such date as the Board of Directors, in its sole discretion, selects, provided, in no event shall such date be sooner than ten (10) days or later than twenty (20) days after the mailing of the ballots to the Owner(s). The Board shall mail one ballot for each Lot to the Owner(s) of such Lot, addressed to the address of the Owner(s) then on file with the Association. Together with each ballot, the Board shall send an envelope, upon the outside of which is typed the name of the Owner(s) to whom the ballot is sent. After voting for the nominees by marking the ballot, the Owner shall place the ballot within the envelope accompanying the ballot and shall sign the outside of the envelope next to the typewritten name of the Owner(s). This envelope must then be placed in an envelope addressed to the Board of Directors at the address set forth on the ballot and be personally delivered to such address or delivered to such address after being deposited in the United States Mail, postage prepaid, within the required time limit. All ballots received within the required time limit, properly marked and sealed within the accompanying signed envelopes, shall be counted by the Board and results shall be announced to the Owner(s) by the Board mailing notice within seven (7) days after the deadline for receiving ballots to all Owner(s) at the addresses of the Owner(s) then on file with the Association.

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

4. Vacancies. Except as provided for in Article V, Section 1 hereof, any vacancy occurring in the Board shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose or by mail as set forth in Section 2 above.

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

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

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

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

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

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

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

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

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

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

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

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

(g) provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases

for the maintenance, repair, replacement, administration, management and operation of the Subdivision and improvements, and to delegate any such powers to a managing agent (and any such employees or other personnel that may be the employees of said managing agent);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of the Subdivision Lien. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges ("Assessments"), and (2) special assessments ("Special Assessments") for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments and Special Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon levying of the same, a continuing lien upon the Lot against which the Assessment or Special Assessment is made. Each such Assessment or Special Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or Special Assessment became due. Notwithstanding the foregoing, no Assessments or Special Assessment shall be charged against Lots owned by Developer and Developer shall have no obligation to pay Assessments or Special Assessments relating to Lots owned by Developer at any time.

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

3. Establishment of Budget and Assessments.

a. Unless the Directors otherwise decide, the fiscal year of the Association shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated annual budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, water and other common utilities, management fees, expenses associated with Common Areas and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis

rather than a common basis). The annual budget may provide for a reserve for contingencies for the Assessment Year and a reserve for replacements, in reasonable amounts as determined by the Directors. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall have been more or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

b. Until commencement of the first Assessment Year after Developer has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Owners of each Lot shall pay, on or before the 1st day of each Assessment Year, as such Lot's respective annual Assessment, such Lot's proportionate share of the estimated annual budget for each Assessment Year as estimated by the Developer and approved by the Directors.

c. Upon commencement of the first Assessment Year after Developer has transferred control of the Subdivision pursuant to Article V, Section 1 hereof, the Directors shall prepare the annual Budget and shall fix the Assessment, provided that the Assessment may be increased by more than ten percent (10%) in any given Assessment Year only by approval by Owners having at least two-thirds (2/3) of a quorum of the votes in the Association at an Association meeting and by a vote in accordance with the voting procedures set forth herein. Copies of the estimated annual budget shall be furnished by the Directors to the Owners not later than thirty (30) days prior to the beginning of such Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any Lot shall receive at no cost, if it so requests in writing, said statement from the Directors. On or before the first day of each succeeding Assessment Year, and without further notice, the Owners of each Lot shall pay, as the respective annual Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall fail to determine new Assessments for any Assessment Year, or shall be delayed in doing so, the Owners shall continue to pay each year the annual Assessment as last determined. All Owners shall pay the annual Assessments to the managing agent or as may be otherwise directed by the Directors.

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

such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

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

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

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

6. Commencement of Annual Assessments. Each Owner shall pay his first annual Assessment upon the closing of the purchase of his Lot, adjusted according to the number of months remaining in the Assessment Year. Thereafter, annual Assessments shall be paid as provided herein. In addition to the foregoing, each Owner purchasing a Lot from Developer shall pay an initial set-up fee to be deposited with the Association and which shall be in such amount as Developer shall determine but shall be uniform for all Lot Owners.

7. Non-payment of Assessments. Any Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association and the Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration or as otherwise available at law or in equity, including, but not limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443, R.S.Mo. In addition to the foregoing, the

Association and the Directors shall have the right to suspend any Owner's voting rights and the right of such Owner, his family, guests and invitees to use the recreational facilities in the Common Areas for any period during which any assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments and Special Assessments established herein by non-use or abandonment of such Owner's Lot or the Common Area.

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

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

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, provisions, covenants and restrictions which run with the land and are perpetual and appurtenant to the Lots:

(a) No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential purposes except (i) for use pursuant to home occupations not in violation of any zoning ordinances affecting the Subdivision, and (ii) Lots or portions of Lots may be used by Developer for temporary offices, display or model homes and/or entrance monuments, provided however, that in no event shall any Lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

(b) No building or garage shall be located closer than twenty-five (25) feet to the front lot line, twenty-five (25) feet to the rear lot line or six (6) feet to an interior side yard lot line.

(c) Except as otherwise provided herein, each Owner shall maintain his Lot and Dwelling in compliance with all zoning ordinances and subdivision regulations of the applicable municipality within which such Lot and Dwelling are located and, to the extent applicable, those of St. Charles County, Missouri.

(d) No Owner, except Developer with respect to Lots owned by Developer, shall cause any construction on a Lot without first submitting the plans and specifications for such construction to the Directors and obtaining approval for such construction from two-thirds (2/3) of the Directors. In the event the Directors fail to approve or disapprove the plans and specifications within thirty (30) days after their submission to the Directors, the plans and specifications shall be deemed approved.

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

(f) No Dwelling, Lot or any portion thereof shall be used for any noxious or offensive activity nor for any purpose prohibited by law or ordinance or which may become an annoyance or nuisance, in the judgment of the Directors, to other Owners or inhabitants of Lots.

(g) No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold or leased, provided, however, that the Developer may re-subdivide any Lot and sell or lease any fractional part thereof.

(h) No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles approved by the Association, shall be placed on any Lot outside of a Dwelling.

(i) No tank, bottle or container of fuel shall be erected, placed or permitted above the surface level of any Lot.

(j) Each Owner shall, as necessary, repair, maintain, replace, or clear at his sole expense each and every gas, sewage, and water lateral line on or servicing only his Dwelling or Lot.

(k) No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence.

(l) No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the property for sale or rent, provided that there shall be no restrictions on signs used by the Developer to advertise the Subdivision during the construction, development and sales of Lots and Dwellings in the Subdivision by the Developer.

(m) Each Owner shall maintain his Lot in a neat attractive manner, including without limitation, maintenance of the lawn and shrubbery. No Owner shall permit the lawn upon such Owner's Lot, whether grass, legume or ivy, to grow in excess of six (6) inches in height.

(n) The Board shall as it, in its sole discretion, deems appropriate, be responsible for and shall undertake the landscaping, shrubbing, planting, sodding, and seeding of all Common Areas. The Association may, by vote of Owners having a majority of a quorum of votes in the Association, establish and set aside such portions of the Common Areas as they shall deem appropriate for the establishment of community gardens, and the Association shall promulgate the rules and conditions under which such community gardens may be used by the Owners. No landscaping, gardening, planting, grading, paving, or change of terrain or any structure shall be undertaken, constructed, erected, performed, done, dug or installed within any of the Common Areas except as specifically provided herein.

(o) Partition fences may be erected only with the prior written approval of the Directors. Solid fences built of new material and of a decorative

character may be erected to a height of six (6) feet for the purpose of screening a patio or pool, provided the plans and specifications for said patio fence and a sketch showing the proposed location of the fence have been approved by the Directors as to the quality of materials, harmony of external design with existing buildings and as to location with respect to the patio to be screened and the homes in close proximity to the proposed fence. Under no circumstances shall chain link fences be allowed in the Subdivision; all fences must be constructed of wood material. No fence, wall, hedge or shrub planting higher than three (3) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. On any Lot fronting or abutting Wolfrum Road or the Whitmoor Country Club golf course, no fences shall be permitted in the yard abutting Wolfrum Road or the golf course, as applicable, other than fences around a swimming pool or a patio. Notwithstanding any other provision of this Declaration, no fence, hedge, plantings or trees of any kind, shall be erected or placed or planted on any Lot which abuts or adjoins any part of the Common Areas without the express written consent of the Directors.

(p) Each Dwelling must include at least a two (2) car garage, which must be attached to the Dwelling unless otherwise approved by the Directors. No more than one storage building or other outbuilding shall be permitted on any Lot and then only if the exterior material of such storage building or outbuilding coordinates with the exterior of the Dwelling and is approved by the Directors.

(q) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which may be kept, provided they are not kept, bred or

maintained for any commercial purposes and provided that such household pets do not exceed two (2) in number per Dwelling on any Lot at any one time. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the applicable municipality within which such Owner's Lot and Dwelling are located and, to the extent applicable, those of St. Charles County, Missouri, relating to the supervision, control, responsibility and maintenance of animals and/or pets in residential areas.

(r) Vehicles and watercraft, whether motorized, self-propelled, propelled or drawn by human, wind, sail, water, fuel or otherwise, including, but not limited to, boats, vessels, motorboats, sailboats, sailboards, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, all-terrain vehicles (ATVs), motorcycles, motorized bicycles, motortricycles, dirt bikes, minibikes, tractors, truck-tractors, trucks displaying commercial advertising, trailers, campers, and house trailers shall not be parked, placed or stored outside of any Dwelling, provided, this shall not prohibit the parking on the driveway located on the Lot of no more than two (2) passenger automobiles, licensed to the Owner of the Dwelling or a full-time resident thereof that are in operating condition.

(s) No owner, except Developer, shall alter or change any water course or finished grade without the express, written approval of the Directors.

(t) No firearms, pellet or B.B. guns shall be discharged in the Subdivision.

ARTICLE VIII

EASEMENTS

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

appurtenant to and shall pass with title to the Lot on which said improvements were constructed.

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

3. Temporary Construction Easement. Until the last Lot is sold and conveyed to an Owner other than the Developer, the Common Area and that portion of each Lot not occupied by a Dwelling shall be subject to an easement allowing the Developer, its employees, agents, contractors and subcontractors to enter upon and over the Common Area and Lot for the purpose of construction on adjoining Lots, Common Area and streets.

ARTICLE IX

EXTERIOR MAINTENANCE

Each Owner shall be responsible for keeping his Lot and the exterior of his Dwelling in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exteriors as necessary. In the event an Owner shall fail to maintain his Lot and Dwelling in a manner satisfactory to the Directors or the Association, upon an affirmative vote of the Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Dwelling, including but not limited to the removal of rubbish and debris, and any and all landscaping deemed appropriate by the Directors. The Directors or their agents or employees shall not be held liable for any manner of trespass that might arise under this Article. The cost of such maintenance shall be added to and become part of the next Assessment to which such Lot is subject, and, in the event said costs are not paid on or before the date the next Assessment payment is due, the Association shall be entitled to all remedies provided in Article VI, Section 7 for non-payment, including, without limitation, imposition of a lien on said Owner's Lot and foreclosure thereof.

ARTICLE X

GENERAL PROVISIONS

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

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subdivision, for a term of fifty (50) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of twenty (20) years each unless an instrument signed by the then Owners having seventy-five percent (75%) of the votes in the Association has been recorded, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.

4. Amendment. This Declaration may be amended by the unanimous consent of the Directors at any time prior to the election of the Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners having at least seventy percent (70%) of the votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri. Notwithstanding any provision of this Declaration to the contrary, the provision contained in Article VII, Section 1.(o) prohibiting fences in yards abutting Wolfrum Road or the Whitmoor Country Club golf course, respectively, may not be amended by the Developer without the consent of the City of Weldon Springs, Missouri at any time prior to the election of Directors by the Association, and, thereafter, only by an instrument signed by Owners having at least ninety percent (90%) of the votes in the Association.

5. Reservation of Expenditures. Developer reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or

subsequently provided by it for joint main sewers, sanitary sewers, storm sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, traffic signals, recording fees, subdivision fees, consultation fees, or any fees, charges and expenses incurred with respect to the development and creation of the Subdivision.

6. Release. Developer may, in its sole discretion, release the Property, or any portion thereof, including, without limitation, any one or more Lots or Common Area, from the provisions of this Declaration, by amending the Declaration, as set forth in Section 4 above, and, if Developer deems it necessary, recording one or more revised or amended plats.

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

WHITTAKER CONSTRUCTION, INCORPORATED

SEAL

By _____
Robert N. Whittaker, Sr., Chairman
of the Board

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

On this 19th day of October, 1992, before me personally appeared ROBERT N. WHITTAKER, SR., to me personally known, who, being by me duly sworn, did state that he is the Chairman of the Board of WHITTAKER CONSTRUCTION, INCORPORATED, a Missouri corporation, 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 ROBERT N. WHITTAKER, SR. acknowledges 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 the day and year first above written.

Miriam J. McDaniel

Notary Public

My Commission Expires:

MIRIAM J MCDANIEL
NOTARY PUBLIC STATE OF MISSOURI
ST CHARLES COUNTY
MY COMMISSION EXP. JUNE 1,1996

STL 11898

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS ST. CHARLES COUNTY, MISSOURI

15320

THIS AMENDMENT is made as of this 22 day of March, 1993, to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138 in the Recorder of Deeds' Office of St. Charles County, Missouri (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS:

A. Article II, Section 2 of the Declaration provides that the Developer may add additional property to the Subdivision by executing and recording an amendment to the Declaration in the office of the Recorder of Deeds of St. Charles County, Missouri, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision.

B. The Developer desires to add to the Subdivision and subject to the Declaration the following contiguous property: The Highlands Plat Two as recorded in Plat Book 31, Page 9 1-10 in the Recorder of Deeds' Office of St. Charles County, Missouri, and (hereinafter called the "Annexed Property").

AMENDMENT

Pursuant to the authority vested in Developer by the Declaration and in accordance with the terms of Article II, Section 2 of the Declaration, Developer hereby amends the Declaration to include the Annexed Property and hereby subjects the Annexed Property to all of the terms and provisions of the Declaration.

Except as otherwise provided herein the Declaration shall remain unchanged and in full force and effect.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORD

93 APR -2 PM 2:34

RECORDER OF DEEDS

611-169381

Bk-1532 Pg 328

IN WITNESS WHEREOF, the undersigned has set its hand and seal this day and year first above written.

WHITTAKER CONSTRUCTION, INCORPORATED

Robert N. Whittaker, Sr.
Its Chairman of the Board

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

On this 22 day of [illegible], 1993, before me personally appeared Robert N. Whittaker, Sr., to me personally known, who, being by me duly sworn, did state that he is the Chairman of the Board of Whittaker Construction, Incorporated, a Missouri corporation, 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 Robert N. Whittaker, Sr. acknowledges 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.

Notary Public

My Commission Expires:

BRENDA CANNITO
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. JUNE 1,1994

END OF DOCUMENT

RTL-173981

215

BK 1533 PG 1821

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HIGHLANDS
ST. CHARLES COUNTY, MISSOURI

THIS AMENDMENT is made as of this 22 day of March, 1993, to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Highlands dated _____, 1993 and recorded in Book 1533, Page 139, in the Recorder of Deeds' Office of St. Charles County, Missouri (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article II, Section 2 of the Declaration provides that the Developer may add additional property to the Subdivision by executing and recording an amendment to the Declaration in the office of the Recorder of Deeds of St. Charles County, Missouri, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision.

B. The Developer desires to add to the Subdivision and subject to the Declaration the following contiguous property: The Highlands Plat Three as recorded in Plat Book ____, Page ____ in the Recorder of Deeds' Office of St. Charles County, Missouri (hereinafter called the "Annexed Property").

AMENDMENT

Pursuant to the authority vested in Developer by the Declaration and in accordance with the terms of Article II, Section 2 of the Declaration, Developer hereby amends the Declaration to include the Annexed Property and hereby subjects the Annexed Property to all of the terms and provisions of the Declaration.

Except as otherwise provided herein the Declaration shall remain unchanged and in full force and effect.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED
RECORD

93 APR -8 PM 12:59

STL-173941

White Kee Const. Co.
3353 Mueller Rd.
St Peters

IN WITNESS WHEREOF, the undersigned has set its hand and seal this day and year first above written.

WHITTAKER CONSTRUCTION, INCORPORATED

Robert N. Whittaker, Sr.
Its Chairman of the Board

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

On this 22 day of March, 1993, before me personally appeared Robert N. Whittaker, Sr., to me personally known, who, being by me duly sworn, did state that he is the Chairman of the Board of Whittaker Construction, Incorporated, a Missouri corporation, 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 Robert N. Whittaker, Sr. acknowledges 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.

Notary Public

My Commission Expires:

BRENDA CANNITO
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. JUNE 1, 1994

END OF DOCUMENT

4-21

Bk 1624 Pg 1778

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS ST. CHARLES COUNTY, MISSOURI

76383

THIS AMENDMENT is made as of the 19th day of November, 1993, to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138 in the Recorder of Deeds' Office of St. Charles County, Missouri, as amended (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article X, Section 4 of the Declaration provides that this Declaration may be amended by unanimous consent of the Directors at any time prior to the election of the Board of Directors by the Association.

B. The Board of Directors has unanimously agreed to change Article VI, paragraph 5 as set forth below and as evidenced by the attached Consent of Directors attached hereto as Exhibit A, incorporated herein by reference.

AMENDMENT

Pursuant to the authority vested in the Board of Directors by the Declaration and in accordance with the terms of Article X, Section 4 of the Declaration, Article VI, paragraph 5 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

> "5. Assessment Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, to the extent that the Association is required to maintain, repair and/or replace private streets within the Subdivision, those Lots lying within the municipality containing the private streets may be separately assessed for such street maintenance, repair and/or replacement."

Except as otherwise provided herein the Declaration shall remain unchanged and in full force and effect.

STL-22438

Env: Husch & Eppenberger

IN WITNESS WHEREOF, the undersigned has set its hand this day and year first above written.

[NO SEAL] THE HIGHLANDS HOMEOWNERS ASSOCIATION

Robert N. Whittaker, Sr., President

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

On this 30 day of November, 1993, before me personally appeared Robert N. Whittaker, Sr., to me personally known, who, being by me duly sworn, did state that he is the President of The Highlands Homeowners Association, a Missouri not-for-profit corporation, and that said instrument was signed on behalf of said corporation, and said Robert N. Whittaker, Sr. acknowledges said instrument to be the free act and deed of said corporation.

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

Brenda Cannito
Notary Public

My commission expires:

BRENDA CANNITO
NOTARY PUBLIC STATE OF MISSOURI
ST CHARLES COUNTY
MY COMMISSION EXP JUNE 1,1996

stl-12488

EXHIBIT A

M1624 P1780

WRITTEN CONSENT OF DIRECTORS

OF

THE HIGHLANDS HOMEOWNERS ASSOCIATION

November 22, 1991

The undersigned, being all of the directors of The Highlands Homeowners Association, consent to the following resolutions and waive notice of a meeting of the Board of Directors and the holding of such meeting, it being intended that this consent shall have the same force and effect as a unanimous vote of the directors at a special meeting of the Board of Directors of the corporation duly called and held at which a quorum was present and acting unanimously throughout. The resolutions to which the undersigned consent are as follows:

BE IT RESOLVED, that Article VI, paragraph 5 of the Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992 (the "Declaration") be and hereby is amended by deleting said Article in its entirety and substituting in lieu thereof the following:

"5. Assessment Rate. Assessments and Special Assessments must be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, to the extent that the Association is required to maintain, repair and/or replace private streets within the Subdivision, those Lots lying within the municipality containing the private streets may be separately assessed for such street maintenance, repair and/or replacement."

STL-226213

BE IT FURTHER RESOLVED, that, except as otherwise amended herein, the Declaration shall remain unchanged and in full force and effect; and

BE IT FURTHER RESOLVED, that the president of the corporation be and hereby is authorized and directed in the name of and on behalf of the corporation to execute and deliver Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Highlands setting forth the above amendment.

Robert N. Whittaker, Sr.

Robert N. Whittaker, Jr.

Gregory G. Whittaker

Being All of the Directors

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD
93 DEC 27 PM 3:37
Barbara J. Hall
RECORDER OF DEEDS

END OF DOCUMENT

5148

QUIT CLAIM DEED

BOOK 1728 PAGE 1668

THIS DEED is made and entered into as of this 2nd day of November, 1992, and between Whittaker Construction, Incorporated, of the County of St. Charles, State of Missouri ("Grantor"), and The Highlands Homeowners Association, a Missouri Not-for-Profit corporation, whose mailing address is 355 A Mid Rivers Mall Drive, St. Peters 63376, of the County of St. Charles, State of Missouri ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said Grantee, as common area, the Real Estate in the County of St. Charles and State of Missouri, more particularly described as follows:

> All of the streets and roadways together with cul-de-sacs as shown on The Highlands Plat One recorded in Plat Book 31, Page 96, in the Recorder of Deeds Office of St. Charles County, Missouri (the "Property").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such Grantee forever. So that, except as provided in the Declaration of Covenants, Conditions and Restrictions for The Highlands recorded in Book 1493, Page 138 of the Recorder of Deeds' Office of St. Charles County, Missouri, as amended, with respect to easements reserved therein, neither the Grantor, nor its successors or assigns, nor any other

person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

WHITTAKER CONSTRUCTION, INCORPORATED,
a Missouri corporation

Gregory G. Whittaker
Its Co-President

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

On this 6th day of Feb, 1995, before me appeared Gregory G. Whittaker, to me personally known, who being by me duly sworn, did say that he is the Co-President of Whittaker Construction, Incorporated, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Gregory G. Whittaker 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.

Notary Public

My term expires:
2-8-98

JOHN BRADFORD GOSS
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Feb 8, 1998

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD
95 FEB -7 PM 3:10

Barbara J. Hall
RECORDER OF DEEDS

5798_1

END OF DOCUMENT

State of Missouri }
County of St. Charles }

I hereby certify that this instrument was FILED FOR RECORD and is RECORDED on the Date and Time and in the Book and Page as Stamped hereon

Barbara J. Hall

BARBARA J. HALL
Recorder of St. Charles County

By Mary Brown
Deputy

2320

MISC

18

5150

BOOK 1728 PAGE 1672

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HIGHLANDS
ST. CHARLES COUNTY, MISSOURI

THIS AMENDMENT is made as of this 8th day of April, 1993, to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138, as amended (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article II, Section 2 of the Declaration provides that the Developer may add additional property to the Subdivision by executing and recording an amendment to the Declaration in the office of the Recorder of Deeds of St. Charles County, Missouri, all without the consent of any Owner, mortgagee or holder of any deed of trust encumbering the Subdivision.

B. The Developer desires to add to the Subdivision and subject to the Declaration the following contiguous property: The Highlands Plat Three as recorded in Plat Book 31, Page 171 in the Recorder of Deeds' Office of St. Charles County, Missouri (hereinafter called the "Annexed Property").

AMENDMENT

Pursuant to the authority vested in Developer by the Declaration and in accordance with the terms of Article II, Section 2 of the Declaration, Developer hereby amends the Declaration to include the Annexed Property and hereby subjects the Annexed Property to all of the terms and provisions of the Declaration.

Except as otherwise provided herein the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this day and year first above written.

CORPORATE SEAL

WHITTAKER CONSTRUCTION, INCORPORATED

Gregory Whittaker
Its Co-President

5952_1

BOOK 1728 PAGE 1673

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

On this 6th day of February, 1995, before me personally appeared Gregory Whittaker to me personally known, who, being by me duly sworn, did state that he is the Co-President of Whittaker Construction, Incorporated, a Missouri corporation, 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 Gregory Whittaker acknowledges 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.

John Bradford Goss
Notary Public

My Commission Expires:

2/8/98

JOHN BRADFORD GOSS
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Feb 8, 1998

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

95 FEB -7 PM 3:10

Barbara J. Hall
RECORDER OF DEEDS

END OF DOCUMENT

5151

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

95 FEB -7 PM 3: 10

Barbara J. Hall
RECORDER OF DEEDS

BOOK 1728 PAGE 1674

AFFIDAVIT

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

Comes now Gregory Whittaker, Co-President of Whittaker Construction, Incorporated, being duly sworn on oath deposes and says as follows:

1. I am Gregory Whittaker, Co-President of Whittaker Construction, Incorporated, a Missouri corporation, whose principal office is 355A Mid Rivers Mall Drive, St. Peters, MO 63376.

2. On April 8, 1993, a certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for The Highlands was recorded in Book 1533, Page 1821 of the office of the St. Charles County Recorder of Deeds (the "Second Amendment").

3. The Second Amendment was an attempt to subject The Highlands Plat Three to the provisions of the Declaration of Covenants, Conditions, and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138, as amended (the "Declaration").

4. Various blanks in the Second Amendment were either not filled in at the time of recording or were incorrectly filled in.

5. The Highlands Homeowners Association subsequently recorded that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Highlands in Book 1624, Page 1778 of the office of the Recorder of Deeds of St. Charles County (the "Subsequent Second Amendment") which Subsequent Second Amendment amended Article VI, paragraph 5, of the Declaration in certain respects.

6. Pursuant to the terms of Article II, Section 2 of the Declaration, the undersigned has recorded that certain Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Highlands at Book 1728, Page 1672, of the St. Charles County Recorder of Deeds, which amendment adds The Highlands Plat Three to The Highlands and subjects it to the Declaration, as the Second Amendment purported to do.

7. Given the erroneous information contained in the Second Amendment and the subsequent recording of the Subsequent Second Amendment, the undersigned desires to eliminate any confusion with respect to these instruments by declaring the Second Amendment to be a nullity and the Third Amendment to completely replace the Second Amendment in its entirety.

Further your affiant sayeth not.

WHITTAKER CONSTRUCTION, INCORPORATED

Gregory Whittaker, Co-President

5951_1

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

BOOK 1728 PAGE 1675

Subscribed and sworn to before me this 6th day of February, 1995.

John Goss
Notary Public

My commission expires:

2/18/98

JOHN BRADFORD GOSS
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Feb 8, 1998

END OF DOCUMENT

5153

BOOK 1728 PAGE 1673

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HIGHLANDS
ST. CHARLES COUNTY, MISSOURI

THIS AMENDMENT is made as of the 5th day of October, 1993, to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138 in the Recorder of Deeds' Office of St. Charles County, Missouri, as amended (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article II, Section 2 of the Declaration provides that the Developer may subject additional land to the Declaration by executing and recording an amendment to the Declaration in the office of the Recorder of Deeds of St. Charles County, Missouri, without the consent of any owner, mortgagee, or holder of any deed of trust encumbering the Subdivision.

B. The Developer desires to add the property known as The Highlands Plat Four legally described on the attached Exhibit A, incorporated herein by reference (the "Additional Property") into The Highlands and subject it to the Declaration.

AMENDMENT

Pursuant to the authority vested in Developer by the Declaration and in accordance with the terms of Article II, Section 2 of the Declaration, Developer hereby amends the Declaration to include and add the Additional Property and hereby subjects the Additional Property to all of the terms and provisions of the Declaration.

Except as otherwise provided herein the Declaration shall remain unchanged and in full force and effect.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

95 FEB -7 PM 3:10

Barbara J. Hall

RECORDER OF DEEDS

5799_1

IN WITNESS WHEREOF, the undersigned has set its hand and seal this day and year first above written.

WHITTAKER CONSTRUCTION, INCORPORATED

Gregory G. Whittaker
Its Co-President

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

On this 6th day of February, 1995, before me personally appeared Gregory G. Whittaker, to me personally known, who, being by me duly sworn, did state that he is the Co-President of Whittaker Construction, Incorporated, a Missouri corporation, 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 Gregory G. Whittaker acknowledges 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.

Notary Public

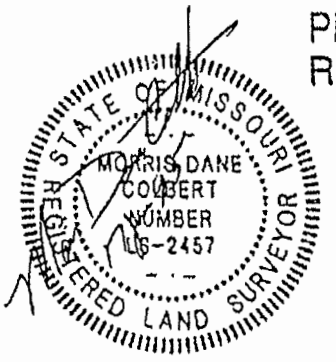
My Commission Expires:

2/8/98

JOHN BRADFORD GOSS
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Feb 8, 1998

5799_1

Pickett, Ray & Silver's Corporate
Registration No. LS-54-D



78-058B/AEA
07/27/93

DESCRIPTION
THE HIGHLANDS PLAT FOUR
29.79 ACRES

A tract of land being part of U.S. Survey 1785, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at an iron pipe at the Southwest corner of U.S. Survey 292, Township 46 North, Range 3 East, said point also being the most common corner of Lots 336 and 337 of The Highlands Plat One, as recorded in Plat Book 31, Pages 96 and 97 and Lot 232 of The Highlands Plat Two as recorded in Plat Book 31, Pages 167 through 169 of the St. Charles County Recorder's Office; thence leaving said corner and along the common line of said plats One and Two, also being the common line of said U.S. Survey 292 and U.S. Survey 1785, North 16°05'31" West, 45.01 feet to the POINT OF BEGINNING of the tract of land herein described; thence leaving said survey line and along the Northern line of The Highlands Plat One, South 72°56'28" West, 1025.13 feet to a point on the Eastern right-of-way line of Wolfrum Road; thence leaving said Northern line and along the Eastern line of said Wolfrum Road, North 10°48'41" West, 1007.87 feet to a point; thence continuing along said Eastern line, North 12°29'30" West, 342.66 feet to a point, said point being the Southwestern corner of property now or formerly of Roth as recorded in Book 941, Page 378 of said Recorder's Office; thence leaving said Eastern line and along the Southern line of said Roth property, North 72°38'08" East, 911.02 feet to a point on the aforementioned common Survey line; thence along said common line, also being the Western line of said Roth property, South 16°01'52" East, 79.81 feet to a point, said point being the Northwestern corner of said Highlands Plat Two; thence along said Survey line and said Western line, South 16°05'31" East, 1268.70 feet to the POINT OF BEGINNING and containing 29.79 acres more or less.

END OF DOCUMENT

IN WITNESS WHEREOF, the undersigned has set its hand and seal this day and year first above written.

WHITTAKER CONSTRUCTION, INCORPORATED

Gregory G. Whittaker
Its Co-President

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

On this 6th day of February, 1995, before me personally appeared Gregory G. Whittaker, to me personally known, who, being by me duly sworn, did state that he is the Co-President of Whittaker Construction, Incorporated, a Missouri corporation, 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 Gregory G. Whittaker acknowledges 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.

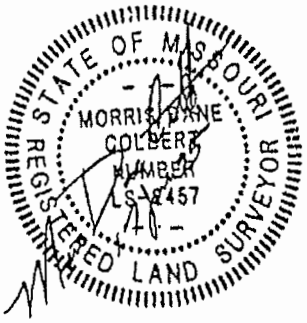
Notary Public

My Commission Expires:

2/18/98

JOHN BRADFORD GOSS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Feb 8, 1998

5799_1



Pickett, Ray & Silver's Corporate
Registration No. LS-54-D

BOOK 1728 PAGE 1685

78-058B/28149/DE
03/02/93

DESCRIPTIONS
TWO TRACTS COMPRISING
THE HIGHLANDS PLAT FIVE
TOTAL 48.15

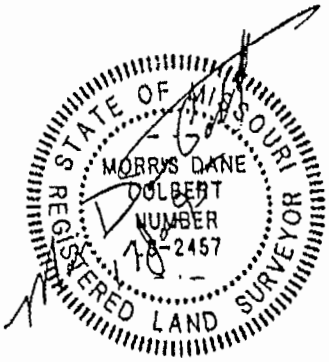
A tract of land being part of U.S. Survey 292, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at an iron pipe at the Southwest corner of U.S. Survey 292; thence along the Western line of said U.S. Survey, North 16°05'31" West, 1313.71 feet to a point on the Southern line of a tract of land described to Roth in Book 941, Page 378; thence along the Southern line of said Roth tract and along the Southern line of a tract of land described in a Deed to Vance in Book 1147, Page 935, North 73°09'24" East, 1306.03 feet to a point at the Northwest corner of a tract of land described to Engert in Book 525, Page 329 and Book 748, Page 540; thence along the Western and Southern line of said Engert tract, South 16°47'25" East, 321.83 feet to a point; thence North 73°12'35" East, 453.50 feet to the POINT OF BEGINNING of the tract herein described; thence continuing along the Southern line and Eastern lines of said Engert tract, North 73°12'35" East, 92.97 feet to a point; thence North 16°44'28" West, 104.27 feet to a point; thence North 08°37'33" West, 162.70 feet to a point; thence leaving the Eastern line of said Engert tract, North 73°12'35" East, 76.81 feet to a point of curvature; thence along a curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet to a point of tangency; thence South 16°47'25" East, 126.30 feet to a point of curvature; thence along a curve to the left having a radius of 175.00 feet, an arc length of 64.87 feet to a point of tangency; thence South 38°01'39" East, 76.45 feet to a point of curvature; thence along the curve to the right having a radius of 20 feet; an arc length of 31.42 feet to the point of tangency; thence South 51°58'21" West, 50.00 feet to the point of curvature; thence along a curve to the left having a radius of 50.00 feet, an arc length of 157.08 feet to the point of tangency; thence North 51°58'21" East, 50.00 feet to a point of curvature; thence along the curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet to the point of tangency; thence South 38°01'39" East, 180.00 feet to the point of curvature; thence along curve to the right having a radius of 20.00 feet, an

arc length of 31.42 feet to the point of tangency; thence South 51°58'21" West, 154.24 feet to the a point; thence North 38°01'39" West, 137.18 feet to a point; thence North 77°07'19" West, 111.18 feet to a point; thence North 83°02'15" West, 72.27 feet to a point; thence North 17°03'32" West, 183.65 feet to THE POINT OF BEGINNING and containing 2.54 acres more or less.

Pickett, Ray & Silver's Corporate
Registration No. LS-54-D

STATE OF MISSOURI
MORRIS DANE COLBERT
NUMBER LS-2457
REGISTERED LAND SURVEYOR



Pickett, Ray & Silver's Corporate
Registration No. LS-54-D

78-058B/28149/DE
03/02/93

DESCRIPTION
45.61 ACRE TRACT

A tract of land being part of U.S. Survey 292, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

COMMENCING at an iron pipe at the Southwest corner of U.S. Survey 292, thence along the Southern line of said Survey, North 72°56'28" East, 1,975.74 feet to the POINT OF BEGINNING of the tract herein described: thence leaving the Southern line of U.S. Survey 292, North 53°20'19" West, 214.53 feet to a point, thence North 36°39'41" East, 35.33 feet to a point, thence North 53°20'19" West, 50.00 feet to a point; thence North 40°05'00" West, 117.37 feet to a point; thence North 51°58'21" East, 164.26 feet to a point thence North 38°01'39" West, 100.00 feet to a point of curvature; thence along a curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet to a point of tangency; thence North 51°58'21" East, 328.48 feet to a point; thence North 38°01'39" West, 50.00 feet to a point; thence in a Northwestwardly direction along a curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet, the chord of which bears North 83°01'39" West, 28.28 feet to the point of tangency; thence North 38°01'39" West, 356.78 feet to the point of curvature; thence along a curve to the right having a radius of 20.00 feet, an arc length of 37.66 feet, to the point of tangency; thence North 69°51'18" East, 15.49 feet to the point of curvature, thence along a curve to the left having a radius of 50.00 feet, an arc length of 157.08 feet, to the point of tangency; thence South 69°51'18" West, 28.82 feet, to the point of curvature; thence along a curve to the right having a radius of 20.00 feet and an arc length of 32.59 feet to the point of tangency; thence North 16°47'25" West, 62.34 feet to the point of curvature; thence along a curve to the right having a radius of 20.00 feet, an arc length 31.42 feet to the point of tangency; thence North 73°12'35" East 186.56 feet to a point on the Western line a tract of land described in a deed to Roeper in Book 607, Page 887-891 of the St. Charles County Records, thence along

the Western line of said tract South 15°43'04" East, 416.58 feet to the Southwest corner of said Roeper tract, thence along the Southern line of said Roeper tract and the Southern line of a tract of land described in a deed to Brakett, described in Book 930, Page 230 of the St. Charles County Records, North 73°12'01" East 275.00 feet to the Southeast corner of said tract, thence along the Eastern line of said Brakett property the following; North 15°43'27" West 377.23 feet to a point, thence North 73°30'31" West 26.10 feet to a point thence North 53°01'35" West 30.96 feet to a point on the Southern line of Samelman Road, 35 foot wide as described in Road Plat Book 1, Page 7, of the St. Charles County Recorders, thence along the Southern and Eastern line of Samelman Road, North 73°12'35" East 51.76 feet to a point, thence North 15°47'22" West 13.92 feet to a point, thence leaving the Eastern line of Samelman road along the Southern line of the tract described to Nusman in Book 257, Page 1739 of the St. Charles Record, North 73°13'18" East 514.89 feet to the Southeastern corner of said tract, thence along the Eastern line of said Nusman tract and the Eastern line of a tract of land described in deed to Potter in Book 737, Page 950 of the St. Charles County Record, North 15°47'22" West 491.25 feet to a point on the Southern line of a tract of land described to Shopp in Book 881, Page 1814, of the St. Charles County Records; thence along the Southern line of said Shopp property and a tract of land described in a deed to Morris, North 73°13'18" East 458.64 feet to a point; thence leaving Southern line of said Morris tract, South 15°43'27" East 1766.88 feet to the point of the Southern line of the aforementioned U.S. Survey 292; thence along said survey line South 72°50'10" West 983.51 feet to a point; thence South 72°56'28" West 521.46 feet to the POINT OF BEGINNING containing 45.61 acres more or less.

Pickett, Ray & Silver's Corporate
Registration No. LS-54-D

STATE OF MISSOURI
MORRIS DANE
COLBERT
NUMBER
LS-2457
REGISTERED LAND SURVEYOR

END OF DOCUMENT

State of Missouri }
County of St. Charles }

I hereby certify that this instrument was FILED FOR RECORD and is RECORDED on the Date and Time and in the Book and Page as stamped hereon

Barbara J. Hall

BARBARA J. HALL
Recorder of St. Charles County

By: Theresa Hayes
Deputy

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BOOK 1728 PAGE 1683

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS ST. CHARLES COUNTY, MISSOURI

THIS AMENDMENT is made as of the 3rd day of January, 1994, to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992, and recorded in Book 1493, Page 138 in the Recorder of Deeds' Office of St. Charles County, Missouri, as amended (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article II, Section 2 of the Declaration provides that the Developer may subject additional land to the Declaration by executing and recording an amendment to the Declaration in the office of the Recorder of Deeds of St. Charles County, Missouri, without the consent of any owner, mortgagee, or holder of any deed of trust encumbering the Subdivision.

B. The Developer desires to add the property known as The Highlands Plat Five legally described on the attached Exhibit A, incorporated herein by reference (the "Additional Property") into The Highlands and subject it to the Declaration.

AMENDMENT

Pursuant to the authority vested in Developer by the Declaration and in accordance with the terms of Article II, Section 2 of the Declaration, Developer hereby amends the Declaration to include and add the Additional Property and hereby subjects the Additional Property to all of the terms and provisions of the Declaration.

Except as otherwise provided herein the Declaration shall remain unchanged and in full force and effect.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

95 FEB -7 PM 3:10

Barbara J. Hall

RECORDER OF DEEDS

5799_1

1st Amendment made Subsequent to take over from Developer.

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS ST. CHARLES COUNTY, MISSOURI

BOOK 2187 PAGE 1834

THIS FOURTH AMENDMENT is made this 1ST day of DECEMBER, 1998 to that certain Declaration of Covenants, Conditions and Restrictions for The Highlands dated as of October 19, 1992 and recorded in Book 1493, Page 138 as amended (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated.)

RECITALS

WHEREAS, the Declaration has been amended three (3) times, to-wit: Book 1532 Page 327 et seq; Book 1624 Page 1778 et seq., and Book 1728 Page 1672 et seq., all recorded in the St. Charles County Recorders Office; and

WHEREAS, Article X of the Declaration provides in pertinent part that "This Declaration may be amended by an instrument signed by owners having at least seventy percent (70%) of the votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri. Notwithstanding any provision of this Declaration to the contrary, the provision contained in Article VII, Section 1(o) prohibiting fences in yards abutting Wolfrum Road or Whitmoor County Club golf course, respectively, may not be amended by the Developer without the consent of the City of Weldon Spring, Missouri at any time prior to the election of the Directors of the Association, and, thereafter only by an instrument signed by owners having at least ninety (90%) of the votes in the Association"; and

WHEREAS, upon receipt of MORE THAN (271) Lot Owners which constitutes MORE THAN ~~percent~~ (70 %) of the votes in the Association this Declaration is hereby executed by the Directors of The Highlands pursuant to the terms and conditions of this Declaration.

NOW, THEREFORE, the following amendments shall be made to the Declaration:

1. Article V, Paragraph 1, is deleted and restated as follows:

"1. Number and Term. The Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) persons, with each person elected by a majority vote of a quorum of Owners. Except as otherwise

provided herein, each Director shall hold office for the term of three (3) years and until his successor shall be elected and qualified. To insure continuity within the Board of Directors, beginning with the election of Directors in 1998, three (3) Directors will be elected for adjusted terms of office. The candidate receiving the highest number of votes will serve as a Director for three years. The candidate receiving the second highest number of votes will serve as Director for two years. The Candidate receiving the third highest number of votes will serve as Director for one year. Thereafter, the Directors will be elected each year for a three year term. Should there be more than one vacancy to fill, the Directors will serve terms as stated above."

2. Article VII, Paragraph 1, subparagraph (o) is to be deleted and restated as follows:

"(o) Partition fences may be erected only with the prior written approval of the Directors. Solid fences built of new material and of decorative character may be erected to a height of six (6) feet for the purpose of screening a patio or pool, provided the plans and specifications for said patio fence in a sketch showing the proposed location of the fence having been approved by the Directors as to the quality of materials, harmony of external design with existing buildings and as to location with respect to the patio to be screened and the homes in close proximity to the proposed fence. Under no circumstances shall chain link fences be allowed in the Subdivision; all fences must be constructed of wood material, ornamental iron, ornamental aluminum or polyvinyl. No fence, wall, hedge or shrub planting higher than three (3) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. On any Lot fronting or abutting Wolfrum Road or the Whitmoor Country Club golf course, no fences shall be permitted in the yard abutting Wolfrum Road or the golf course, as applicable, other than fences around a swimming pool or a patio. Notwithstanding any other provision of this Declaration, no fence, hedge, plantings or trees of any kind, shall be erected or placed or planted on any Lot which abuts or adjoins any part of the Common Areas without the express written consent of the Directors."

3. Article VII, Paragraph 1, subsection (p) shall be deleted and restated as follows:

"(p) Each Dwelling must include at least a two (2) car garage, which must be attached to the Dwelling unless otherwise approved by the Directors. No more than one storage building or other outbuilding shall be permitted on any Lot and then only if exterior material of such storage building, Deck or outbuilding coordinates with the exterior of the Dwelling and is approved the Directors."

4. Article VII, Paragraph 1, a new subsection (u) shall be added to read as follows:

"(u) All above ground pools will be prohibited. No new above ground pools will be approved. (All existing above ground pools or above ground pools that have been previously approved by the Board of Directors will be "grandfathered". In the event any above ground pools which are grandfathered are removed by the Lot Owner, then any subsequent constructed above ground pool will be prohibited.)"

5. In all other respects, the Declaration as previously amended and now amended hereby shall remain in full force and effect.

6. No challenges may be made to the Declaration or any amendments thereto after one (1) year of recordation of this Amendment.

The Directors of The Highland Homeowners Association hereby attest by the execution thereof of their name that they have received the written approval of more than seventy percent (70%) of the Lot Owners of the Highlands Subdivision agreeing to the foregoing Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Highlands, as recorded in Book 1493 Page 138 and amended thereby, effective this 1ST day of DECEMBER, 1998.

THE HIGHLANDS HOMEOWNERS
ASSOCIATION BOARD OF DIRECTORS

By: Gregory R. Ransom

Willis E. Raymer

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

BOOK 2187 PAGE 1837

On this 1st day of December, 1998, before me appeared Gregory R. Ransom, Willis E. Raymer, and Joseph L. Napoli, present Directors of The Highlands Homeowners Association, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as Directors of The Highlands Homeowners Association.

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

Karen McMasters
Notary Public

My Commission Expires:

April 14, 2001

KAREN McMASTERS
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 14, 2001

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

JAN 11 1999

By Barbara J. Hall

Time 9:22 AM

END OF DOCUMENT

State of Missouri }
County of St. Charles }

I hereby certify that this instrument was FILED FOR RECORD and is RECORDED on the Date and Time and in the Book and Page as Stamped hereon

Barbara J. Hall

BARBARA J. HALL
Recorder of St. Charles County

By Mary Brown
Deputy

2320