

AND

RESTRICTIONS OF HERITAGE

THIS DECLARATION OF TRUST AND RESTRICTIONS OF HERITAGE is made this 14th day of October, 1975, by HERITAGE INVESTMENT COMPANY a partnership of the State of Missouri ("Grantor")

WHEREAS, Grantor is the owner of certain tracts of real estate situated in St. Charles County, Missouri, described in deeds recorded in Book 707 on page 23 of the St. Charles County Records; and

WHEREAS, part of the tracts described in said deeds have been subdivided and the plats thereof recorded in the St. Charles County records in Plat Book 19 at page 61 and Plat Book 19 at page 66; and

WHEREAS, Grantor contemplates that various parts of the tracts described in said deeds will be made subject to this Declaration by explicit expression of such intent by method of other instruments to be hereafter recorded from time to time in the St. Charles County Records, which parts of the above described tracts so made subject to the provisions of this Declaration shall hereinafter collectively in this Declaration be described under the name of "Heritage"; and

WHEREAS, Grantor and its successors and assigns as owners of those tracts of real estate described in said deeds may by express reference in separate instruments hereafter to be recorded in the St. Charles County Records may designate and establish certain private streets, common land, private parks, bridle paths, and certain easements, all of which shall hereafter be collectively described as "Common Ground"; and

WHEREAS, it is the purpose and intent of this Declaration of Trust to preserve the various subdivided tracts of land to

be known collectively as Heritage as a restricted neighborhood and to protect the same against certain uses by the adoption of a neighborhood plan and scheme of restrictions, and to apply that plan and restrictions not only to all of said land, but also in favor of or against each lot and parcel as against or in favor of all other parcels or lots within said area in the hands of the present or subsequent owners thereof, mutually to benefit, guard and restrict present or future title holders or occupants of any or all of said lots or parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained are jointly and severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots or parcels subject to the provisions of this Declaration and

WHEREAS, Grantor may convey by appropriate instrument certain parts of Heritage to a not-for-profit corporation hereinafter designated to be used as common ground.

NOW, THEREFORE, in consideration of the premises and of the benefits that shall accrue to Grantor and to the subsequent owners of any lots or parcels in Heritage, Grantor does for itself, its successors and assigns, for and on behalf of all persons who may hereinafter derive title to or otherwise hold through it, its successors or assigns, any of the lots and parcels of land made expressly subject to the provisions of this Declaration by separate instrument hereafter to be recorded (which lots and parcels of land shall as a matter of convenience only in this Declaration be described under the name of "Heritage", it being Grantor's intent that no part of the tracts of land described in said deeds or any other tracts of land shall be made subject to this Indenture unless expressly so made subject by separate

instrument hereafter to be recorded), to-wit:

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I

CREATION OF THE ASSOCIATION

Grantor has or will cause to be formed a not-for-profit corporation under the laws of the State of Missouri to be known as "Heritage Residents Association" ("Association") which corporation shall exercise all the rights and privileges granted the Association under the terms of this Declaration of Trust according to the articles of incorporation and by-laws adopted and approved by Grantor, subject to such right of amendment as shall be set forth in the initial articles of incorporation.

II

RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any monetary consideration which may be refunded or allowed on account of any sums previously expended, deposited, or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, holes, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or other fees, charges, costs and expenses incurred with respect to the creation of any subdivision of the tracts of land to be known collectively as Heritage.

III

THE COMMON GROUND

Grantor hereby invests the Association and its successors and assigns with the following rights, powers, and authorities pertaining to the common ground as heretofore defined:

1. The Association shall hold fee simple title to any and all areas hereafter conveyed by Grantor or its successors and assigns to the Association by separate conveyance of record which areas may in such conveyances be described by metes and bounds, or may be described by words of general reference such as "park" or

"private street" or "entrance" or "common easement" or "bridle path" or "common land" or any other term or reference indicating that any such area shall be common ground as herein defined, provided however, that nothing stated herein shall prevent the Grantor or its successors in title and interest to designate, provide, and set apart common easements and other forms of common ground restricted to the benefit of the owners of one or more plats or parcels of Heritage. The designation of any areas shown on any plat of Heritage as bridle paths, easements, private street, common ground or other words of similar description shall not operate as a conveyance of title of any such areas or any other common ground to the Association; title to such areas shall only be conveyed by deed to the Association and unless and until such conveyance is made, title to such areas and common ground shall remain vested in Grantor. The title to each parcel of land so conveyed by express grant for the benefit of the owners of all land in Heritage shall be vested in the Association for a period of seventy-five (75) years from the date of the recording of this Declaration. At the expiration of such initial seventy-five (75) year period, fee simple title to such land shall then vest in the record owners of all lots or parcels in Heritage (regardless of the number of subdivision plats which have been filed for record) as joint tenants, but the rights of such joint tenants shall be only appurtenant to and in conjunction with the ownership of a lot or parcel in Heritage, and any conveyance or change in ownership of any lot or parcel in Heritage shall carry with it ownership in such common ground so that none of the owners of the lots or parcels in Heritage shall have such rights of ownership so as to permit conveyance to be made of an interest in such common ground except as an incident to ownership of a lot or parcel; and in the event any conveyance is made of any lot or parcel in Heritage without any mention of

ownership in such common ground, it shall be conclusively presumed that the conveyance was intended to and did intend to include the conveyance of such interest in such common ground.

2. In the event the majority of owners in Heritage shall desire to extend the term of the ownership of such common ground by the Association beyond the initial seventy-five (75) year period specified above, such owners may, by written instrument recorded in the St. Charles County Records, extend the initial term of ownership for additional terms of twenty-five (25) years each, provided that such written instruments are recorded prior to the expiration of the original term or extended term, and the ownership by the Association of such common ground heretofore described shall thereupon continue for additional periods of twenty-five (25) years from the date of expiration of the initial term or extended term. Upon the expiration of a term in which no written instrument has been recorded extending such term of ownership, the title of such land shall vest in the record owners of lots and parcels of Heritage as provided in paragraph 1 above.

3. In the event the corporate charter of the Association is forfeited or such corporation is dissolved or liquidated by any means whatsoever, title to such land shall immediately upon such forfeiture, dissolution or liquidation vest in the last Board of Directors of the Association who shall continue to hold title to such land and to exercise all rights granted the Association under the terms of this Declaration. The successors to such last Board of Directors shall be elected by the owners of lots and parcels in Heritage in the same manner as provided in the articles of incorporation and by-laws of the Association in effect at the time of such forfeiture, dissolution or liquidation. In the event that such forfeiture, dissolution or liquidation is set aside and the corporate charter of the Association rein-

stated as provided by law, the title to such land shall revest in the Association which shall continue thenceforth to exercise all powers granted it under this Declaration.

4. Subject to the right of Grantor and its successors in title and interest to restrict certain areas for the common benefit, use, and enjoyment of the owners of one or more plats or parcels in Heritage, all land conveyed to the Association as common ground shall be held by the Association for the benefit, use and enjoyment of all the lots and parcel owners in Heritage and their tenants or invited guests, subject however, to the reasonable limitations prescribed by the Association as set forth herein or otherwise determined under the articles of incorporation or by-laws of the Association.

IV

DUTIES AND POWERS OF THE ASSOCIATION

Grantor hereby invests the Association and its successors with the following rights, powers and prerogatives:

1. To exercise such control over the parks, common easements, entrance ways, private streets and roads, bridle paths, any common ground as heretofore defined, lights, gates, shrubbery, storm water sewers, and any and all other rights, property, or appurtenances conveyed or transferred to the Association, as may be conveyed by the Grantor, its successors or assigns or by any separate instrument or bill of sale as well as all streets, or parts thereof not maintained by governmental authority, roads and easements and all improvements situated thereon, in order to maintain, repair, rebuild, supervise and insure the proper use of such rights and property including the right to construct, operate and maintain on, under, or over any part of such property, sewers, pipes, holes, wires, structures and buildings of any type, other facilities and public utilities for services to the lots and parcels shown on any plat of Heritage or to grant such

rights to others by appropriate instrument including a private or public easement.

2. Publicly to dedicate any private street constructed or to be constructed on any part of Heritage whenever such dedication would be accepted by a proper public agency in the event the recorded plat thereof does not provide for such dedication to public use.

3. To exercise control over all such common ground, to pay real estate taxes and assessments on any such common ground, if any, out of the general assessment hereinafter provided; to maintain and improve the same as well as any public street with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education or general use of the owners of the lots and parcels in Heritage; to maintain and repair such buildings, structures and facilities; to prescribe by reasonable rules and regulations the terms and conditions of the use of such common land and appurtenant facilities, all for the benefit and use of the owners of the lots and parcels in Heritage according to the discretion of the Association.

4. To prevent any infringement and to compel the performance of any restriction set out in this Declaration or established by law, and also any rule and regulation issued by the Association for the use of such common ground and appurtenances or any matters pertaining thereto. In the event the Association is successful in any such action the owners against which such action has been maintained shall be obligated to pay all expenses of the Association in maintaining such action, including a reasonable attorney's fee, which expenses shall become a lien against the land of such owners to be collected, with interest, in the same

manner as provided in Article V, paragraph 2. This provision is intended to be cumulative and not to restrict the right of any lot owner or parcel to proceed in his own behalf, but the power and authority herein granted the Association is intended to be discretionary and not mandatory.

5. To clean up rubbish and debris, remove grass and weeds from, and to trim, cut back, remove, replace, and maintain trees and the shrubbery and flowers upon any vacant or neglected lots or parcels in Heritage, including the right to charge the owner or owners thereof with the expense thereof in which event such charge shall be a lien against the property of such owner or owners as provided in Article V, paragraph 2 below. Neither the Association or any of its authorized officers, directors, agents or employees shall be deemed guilty or liable for any matter of trespass or damage arising from such action on their part pursuant to the provisions of this paragraph.

6. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, out buildings, accessory buildings, swimming pools, tennis courts or other recreational facilities proposed for construction on any lot or parcel or proposed additions to such buildings and structures or alterations in the external appearance of any building or structure already constructed, it being provided that no building or structure, fence, detached building, outbuilding, accessory, swimming pool, tennis court or other structure may be erected or structurally altered unless the written approval of the Association to the plans and specifications therefor and to the grade proposed therefor is first obtained. In the event the Association fails to approve or disapprove within sixty (60) days after building plans or other specifications for such buildings or structures have been submitted to it for approval, it shall be conclusively presumed

that such approval was obtained. In granting or rejecting such approval, the Association may, but shall not be required, to take into consideration from time to time as it deems appropriate according to circumstances then existing, any or all of the following factors:

- a. The size, height, living area, cost, building materials, and aesthetic appearance of such building or structure.
- b. The conformity of such building or structure to other buildings and structures in Heritage.
- c. The grade or elevation at which such building or structure is proposed to be constructed in relation to any other building or structure on the same lot or parcel or any other lot or parcel in Heritage.
- d. The proximity or relationship of such building or structure to any other building or structure on the same lot or parcel or any other lot or parcel in Heritage or the proximity and relationship of such building or structure to any building line, property line, street right-of-way, easement, or common land area in Heritage.

In the event the Association shall fail to exercise any right or power granted it under the provisions of this paragraph and such failure is held or could be held to be an express or implied waiver of any such right or power granted hereunder, such right or power may be reinstated upon reasonable notice to the owners of lots or parcels in Heritage.

7. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court, driveway, or other structure on any lot or parcel in order to provide that upon completion of such construction project, all debris shall be removed from the site and from adjacent areas,

and that any and all damages to streets and other improvements in the subdivision shall be repaired.

8. To purchase and maintain in force liability insurance protecting the Association, its agents, officers and employees and the owners of lots and parcels from any and all claims for personal injuries and property damage arising from any act or omission of the Association pertaining to its powers herein granted including, but not limited to, the construction, installation, maintenance and repair of structures, landscaping, and other improvements whether on private or public land. Also, to purchase and maintain in force fire and extended coverage hazard insurance and such other insurance as the Association shall from time to time deem necessary or advisable.

9. In exercising the rights, powers and privileges granted to the Association and in discharging the duties imposed upon it by the provisions of this Declaration, from time to time to enter into contracts, employ agents, employees, and labor as it shall deem necessary, to employ counsel to institute, prosecute or defend any suit as it shall deem necessary or advisable.

10. To enter into any agreements, oral or written, including licensee or lease agreements, with the owners of any public or private horse stable or stables, whether situated within Heritage or not, for the use of part or all of the common ground by the owner or owners of such stables and their agents, employees, and customers on such terms and conditions as the Association shall from time to time deem proper.

11. To enter into agreements, both oral and written, with the owners of various lots or parcels in Heritage or with any governmental agency or unit or any management agency, Board of Trustees, or other legal entity that may exercise property or

contract rights for the benefit of the owners of one or more plots or parcels of land in Heritage, including but not limited to, the sharing of employees and agents, or their salaries, charges and expenses; the sharing or leasing of building space; the sharing of maintenance equipment and all costs relating to the purchase, leasing, or maintenance thereof.

12. With reference to the common ground only, to designate visitors' parking areas and residents' parking spaces and to prohibit or designate areas for the parking of vehicles other than passenger cars; to remove vehicles which appear to be abandoned.

13. To close any private street or areas from time to time in order to preserve the Association's title to such streets and areas.

14. With reference to the common ground only, to grant easements of any kind to any person, persons or legal entity for any purpose, whether for the benefit of the owners of lots or parcels in Heritage or not.

15. To borrow money from time to time for the purposes set forth herein under such terms and conditions as the Association shall deem proper and to give security therefor including a deed of Trust, security agreement, or other form of pledge or security instrument, encumbering any property owned or held by the Association including the common ground or any part thereof,

16. To adopt such rules, regulations, fines, and penalties as it may deem proper to prevent the use of any common ground, easement, pathway, or bridle path by motorized vehicles or to levy a fine or other penalty against any person, including the parents of any minor, who has violated any such rules or regulations or restrictions pertaining thereto, including the right to take possession of any such motorized vehicle which has been used to so violate any such rule, regulation or restriction and to require the

payment of any sum that it may deem proper for its release.

17. To indemnify the Board of Directors of the Association, or any of them, from all costs, damages, and expenses (including attorneys' fees) incurred by them in any action brought against them arising out of any act or omission pertaining to this Declaration and the powers granted them hereunder unless in any such action the Association or any director or directors thereof are found guilty of fraud or bad faith in such act or omission.

18. In the event the corporate charter of the Association is forfeited or such corporation is dissolved or liquidated by any means whatsoever, all rights, powers, and prerogatives granted the Association hereunder shall be held and exercised by the last Board of Directors of the Association. The successors to such last Board of Directors and to their rights, powers, and prerogatives shall be elected by the owners of lots and parcels in Heritage in the same manner as provided in the articles of incorporation and by-laws of the Association in effect at the time of such forfeiture, dissolution or liquidation. In the event that such forfeiture, dissolution, or liquidation is set aside and the corporate charter of the Association reinstated as provided by law, all such rights, powers, and prerogatives shall thenceforth revert to and be held and exercised by the Association.

19. The above paragraphs are grants of powers only and the Association may or may not exercise them from time to time as it shall deem proper under the circumstances then prevailing in its sole discretion.

V

ASSESSMENTS

As used in this instrument the following definitions shall apply:

"Multiple-family area" means any land so designated by

separate written instrument recorded in the St. Charles County Records whether such land and the buildings constructed thereon are used for rental housing or for sale to individual unit owners, provided that such separate record instruments may further restrict the number of dwelling units to be constructed on the lots or parcels of land affected thereby.

"Multiple unit" means any one completed dwelling unit in a multiple family area whether such unit is owned by the occupants thereof or rented to the occupants thereof.

"Single family area" means any land designated for detached single family residential use on any subdivision plat of Heritage.

"Single family unit" means any land designated for detached single family residential use by any separate written instrument recorded in the St. Charles County Records whether such land and the buildings constructed thereon are used for rental housing or for sale to individual unit owners.

"Completion" means that a unit is ready for residential occupancy at the time an assessment is made, and a decision of the Association in such regard shall be binding on all parties.

"Heritage Landing" means that road right-of-way so designated on the various recorded or to be recorded plats of Heritage.

The Association is hereby authorized, empowered and granted the right to make assessments upon and against lots and parcels of Heritage for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. (a) The Association and its successor is authorized to make uniform annual assessments in an amount not to exceed Fifty Dollars (\$50.00) per single family unit in each calendar year upon and against each lot in a plat of Heritage upon which a residence has been constructed and sold either by Grantor or by any other builder or developer, and in an amount not to ex-

ceed the annual rate of Twenty-five Dollars (\$25.00) against each completed multiple unit in any plat of Heritage for the purpose of carrying out any and all of the general duties and powers of the Association hereunder and for the further purpose of enabling the Association to defund and enforce the restrictions herein set forth adequately to maintain streets, such common land, utilities, parking spaces, entrance ways, landscaping and shrubbery, and to dispose of garbage and rubbish or to abate any nuisance on any property in Heritage, or to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents of Heritage as well as the maintenance of a capital improvement fund, replacement reserve, or contingency fund. The amount of any assessment against any one single family unit shall always be twice that of any assessment against any one multiple unit. Each annual assessment shall be levied prior to November 1 in the year prior to the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of the owner of each lot or parcel affected thereby and deposited in the United States Mail with postage prepaid, or by the posting of a notice of the assessment upon the residence or dwelling unit against which it applies. Providing that such notice has been given not later than December 15 of each such calendar year, such annual assessment shall be due on February 1 following and shall become delinquent if not paid by March 1. The failure to give such notice within such period of time shall not affect the obligation to pay such assessment, but shall only affect the obligation to pay any delinquency charge or the right of the Association to take any action against any such owner who has not been given such notice as hereinafter provided.

(b) The limit set forth in the preceding sub-para-

graph on the annual assessments that may be made by the Association against each lot owner or owner of a multiple unit in Heritage shall be increased by the annual increase in the Cost of Living as determined by the Consumer Price Index-All Items, for the City of St. Louis as published by the United States Department of Labor, Bureau of Statistics. For such purpose the year 1974 shall be considered the base year and the amount of such increase shall be calculated on an annual basis thereafter by comparing the rise in the cost of living for the years 1975 and thereafter to the base year figure.

(c) If at any time the Association considers it necessary to make any expenditure requiring an assessment additional to the annual assessment, it shall submit a written outline of the contemplated project and the amount of the assessment required, to the then owners of single family units and multiple units in Heritage.

If such proposed assessment is approved, either at a meeting of the owners of such single family units and multiple units to be subject to such assessment called by the Association upon at least ten (10) days prior notice thereof and given in the same manner as provided in sub-paragraph (a) above by 55% of the votes cast in person or by written proxy, at such meeting, or on the written consent of 55% of the owners entitled to vote thereon, or by any combination of such written consents, proxies, or personal votes, the Association shall notify all such lot owners and owners of multiple units subject to such assessment of the additional assessment; provided, however, that only those who have paid all assessments theretofor made shall be entitled to vote on any question. The limit of the annual assessments for general purposes as set forth in sub-paragraph (a) above shall not apply to any assessment made under the provisions of this sub-paragraph. Such additional assessment shall be prorated in such manner that

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the sum payable for each multiple unit shall be one-half of the sum payable for each single family unit. Within the two classes of owners as herein provided, the total amount of such assessment shall be divided equally according to the number of single family units and multiple units affected thereby. The owner of each such single family unit shall be entitled to one vote on such proposed additional assessment and the owner of each such multiple unit shall be entitled to one vote for each two dwelling units owned by him on such proposed additional assessment and 55% of the total votes so cast or the written consents so obtained in either manner as above provided shall be sufficient to approve such additional assessment.

(d) Should a single family unit or multiple unit become subject to assessments after February 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such lot or multiple unit shall be charged with a portion of the assessment pro-rated for the balance of that year.

2. All assessments shall bear interest at the rate of ten (10%) percent per annum from the date of delinquency and the person or persons responsible for the payment of such assessment shall be liable for all costs of collection of same including a reasonable attorney's fee based, not on the amount of the assessment owed, but on the reasonable value of the services so rendered. Such delinquent assessment together with interest and the expenses of collection thereof shall constitute a lien upon the property against which it is assessed until the amount thereof, together with all interest and charges due, is fully paid. As an assessment becomes delinquent, the Association may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Charles County, Missouri. Such assessment may be enforced in the same manner as is provided by law for the enforce-

ment for special tax liens against real estate, except that such assessment shall not have priority over existing first mortgages or first deeds of trust. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Association shall release such lien.

3. The Association shall deposit the funds coming into its hands from all such assessments, and any other income received by the Association, in a bank protected by the Federal Deposit Insurance Corporation or in a savings & loan association protected by the Federal Savings & Loan Insurance Corporation.

4. Grantor or its successors in interest as the Developer of Heritage shall bear the cost of maintenance of Heritage Landing (to the extent required in excess of the annual assessments received by the Association) until such time as Grantor or its successors or its successor in title and interest to the land described herein shall notify the Association in writing that the Association shall thenceforth assume full responsibility for the repair and maintenance of Heritage Landing. At such time as the maintenance of any part of Heritage Landing is in whole or in part assumed by any governmental authority, the Association may cease maintenance of such part of Heritage Landing so maintained by such governmental authority.

5. Grantor or its successors in interest as the Developer of Heritage shall notify the Association when all improvements, including landscaping and structures, within or adjacent to the right-of-way of Heritage Landing have been completed in accordance with the development plan for Heritage Landing. Thereafter, any additional landscaping or structures deemed desirable or necessary for Heritage Landing shall be made or constructed by the Association at its sole cost.

6. The Association may by contract, instrument, or other means receive funds from other sources with which to maintain Heritage Landing or any part of the common land and may segregate

such funds for any specific purpose for which they are intended.

VI

RESTRICTIVE COVENANTS

Grantor, does by this Declaration impose upon all lots, parcels and common land expressly made subject to this Declaration by separate instrument hereafter to be recorded the following restrictions and conditions, to-wit:

1. These restrictions are to run with the ownership of such land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for continuing successive periods of ten (10) years each unless such restrictions are modified or removed as provided below; provided however, that nothing stated herein shall affect or limit the provisions of Article III above.

2. No lot or parcel of land shall be used except for residential purposes except as heretofore provided.

3. Easements for the installation and maintenance of utilities and drainage facilities may be reserved as shown on the various plats of Heritage to be recorded. 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 might change the direction of flow of drainage channels in the easements. The easement area of each lot or parcel and all improvements on it shall be maintained continuously by the owner of the lot or parcel, except for those improvements for which a public authority or utility company or other legal entity possessing such right of easements is responsible.

4. No fence or other obstruction shall be placed across any bridle trail nor shall any holes, ditches, or other depressions be formed on any part of the bridle trail as established

by plat or separate record instrument nor shall any other action be taken which would in any way obstruct or interfere with the free use of such bridle trails for their intended purpose. In no event shall any bridle trail be used by a motorized vehicle of any type, except for the maintenance and repair thereof by the Association.

5. No nuisances or noxious or offensive activities shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjoining land owners or residents. No building or premises shall be used for purposes prohibited by law or ordinance, and nothing shall be done which may be or hereafter become a nuisance to the owners or residents of lots or parcels.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or parcel, except dogs, cats or other household pets and horses housed in stables which may be kept, provided they are not kept, bred or maintained for any commercial purpose. This restriction shall not, however, restrict the right of the Association to grant the use of the common land to the owners of private or public stables as provided in Article IV, paragraph 10, above.

7. Boat trailers, camping trailers, travel trailers, truck mounted campers, motor homes, boats, panel trucks, pickup trucks, other types of trucks, automobiles which are not currently licensed or which are not in operating condition, and other types of personal property similar to those specifically described in this paragraph shall be parked, placed or stored only in an enclosed garage or, if not stored in an enclosed garage then on a concrete or asphalt surface situated not closer to the street than the rear line of the building contiguous to such storage area. If such building is located at the intersection of two streets, then such storage area shall not be closer to either

street than that part of such building most distant from each street.

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

9. Except temporarily in connection with construction work by a builder, no lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Except temporarily in connection with construction work by a builder, no structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently.

11. No motorized bicycle, motorbike, motorscooter, motorcycle, golf cart or similar motorized vehicle may be used or operated upon any part of Heritage; except for normal use on public or private streets provided that the Association may in its discretion permit the use and operation of such vehicles in designated areas (with the power of revocation of such right) under such conditions as it shall determine including the right to require an indemnity bond or deposit against any violation of any rule, regulation or restriction by the operator of any such motorized vehicle and against any damages caused thereby or any fine arising out of the improper use thereof; provided further however, that under no circumstances may such motorized vehicles be used on any bridle trail and the Association shall have no right to permit such use.

VII

MISCELLANEOUS PROVISIONS

1. The Association is authorized and empowered to co-

operate and to contract with the owners of adjoining or nearby tracts or with the trustees of such tracts in the development and maintenance of facilities insuring to the benefit and general welfare of the owners and residents of Heritage.

2. Enforcement of any of the covenants or conditions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant or condition and may be brought to restrain any such violation and to recover damages therefor or both.

3. In the event any record lot or parcel in Heritage is re-subdivided, each such re-subdivided lot or parcel shall constitute a lot or parcel for all purposes of this Declaration.

4. No modification or amendment to this Declaration shall be valid unless such modification or amendment has the written assent of the owners of record of lots or parcels in Heritage representing in the aggregate 51% or more of all dwelling units of record in Heritage at the time of such modification or amendment (exclusive of common lands) and until such modification or amendment is duly recorded in the office of the Recorder of Deeds of St. Charles County, Missouri. For the purposes of this paragraph, any instrument subsequently recorded adopting this Declaration by reference which shall provide that the land, lots, or parcels, affected by such instrument may be improved in whole or in part with multiple-family dwelling units, may designate the maximum number of dwelling units to be constructed on any lot, lots, parcel or parcels of the land affected by such instrument. The maximum number of multiple-family dwelling units so designated for each such lot or parcel shall be the number of multiple-family dwelling units of record represented by the owner of each such lot or

parcel for the purpose of amending this Declaration. If any instrument subsequently recorded adopting this Declaration by reference and permitting the construction of multiple-family dwelling units shall fail to designate the maximum number of dwelling units to be constructed on any lot, lots, parcel or parcels of the land affected by such instrument, the assent of any owner or owners of such land shall not be counted in determining whether 51% or more of all dwelling units of record in Heritage have approved a modification or amended hereof, but such land shall nevertheless be subject to any such modification or amendment so approved as provided in this paragraph.

5. Notwithstanding the provisions of paragraph 4 above, Grantor shall have the sole and exclusive right for the period ending six years following the date of recording of this Declaration to amend this Declaration and all articles thereof by modification, addition, or deletion of various provisions thereof and further to increase the number of multiple units permitted to be constructed in any multiple-family area despite any prior restriction on the number of such units set forth in any record instrument. The rights of Grantor under this paragraph may be assigned by record instrument.

6. Whenever any consent, approval, vote, proxy or other action (whether written or oral) of the owners of any lot or parcel is required by the terms of this Declaration, such consents, approval, vote, proxy or other action may be made or given by any one of two or more joint tenants regardless of the type of joint tenancy.

7. Nothing provided herein shall prevent the Grantor or subsequent owners of land in Heritage from setting aside certain easements or areas of the recorded plats of Heritage for the common use and benefit solely of owners or residents of lots or parcels in any one or more of said subsequently re-

corded subdivision plats. Nor shall anything herein contained prevent Grantor or the owners of other land in Heritage from adopting any Declaration of Trust, Indenture of Trust, or Restrictive Covenants or from providing any additional assessment or means of assessment pertaining solely to any subsequently recorded plat or plats of Heritage.

8. Notwithstanding any provision of this Declaration to the contrary, no part of the land described in the deeds heretofore described and no subdivision plat bearing the name "Heritage" except those plats of Heritage heretofore recorded as described herein shall be subject to the provisions of this Declaration unless the owners of such land shall expressly adopt and ratify the provisions of this Declaration by the terms of any record plat or other instrument to such effect.

9. Nothing contained in this instrument shall be construed to make the provisions of this instrument applicable solely to those tracts of land originally described herein and other tracts of land may from time to time be made subject to this instrument by written instrument or subdivision plat adopting the covenants and conditions of this instrument by reference; provided however, that in such event the Association must by recorded instrument indicate its consent to the application of this instrument to such additional land areas; provided however, that in no event shall the consent of the Association be required in order to make any part or parts of the land described in said deeds recorded in Book 707 on Page 21 of the St. Charles County Records subject to the provisions of this Declaration.

10. The members of the Association shall be those persons who are the lot owners of the lots which are subject to this Declaration; said memberships being appurtenant to and in conjunction with the ownership of such lots. Any conveyance or change of ownership of any lot shall carry with it membership in the Association corporation. No member shall have a right to convey

his membership in the Association corporation, except as an incident to the ownership of a regularly platted lot. The rules and provisions relating to the election of directors and the government of the affairs of the Association corporation shall be provided for in the By-Laws thereof.

11. In addition to any other power granted it by this Declaration, the Association shall have the right and power to abandon any easement or portion thereof by executing and recording a proper and appropriate instrument in the office of the Recorder of Deeds of St. Charles County, Missouri, provided that the Association first determines that it is in the best interests of the owners of lots and parcels in Heritage' that the same be abandoned. The Association shall further have the right and power to negotiate with any public agency for the acquisition of any part of the Common Ground for any public purpose and to execute instruments necessary for that purpose. If acquisition by right of eminent domain should become necessary, the Association only need be made a party to such action and in any event, the proceeds received by reason of sale, settlement, or final award or judgment shall be held and used for the benefit of those entitled to the use of the Common Ground.

IN WITNESS WHEREOF, Grantor has hereunto executed this Declaration of Trust on the day and year first above written.

HERITAGE INVESTMENT COMPANY

By: 
Partner

By: 
Partner

STATE OF MISSOURI

COUNTY OF ST. LOUIS

BOOK 715 PAGE 1320

On this 14TH day of October, 1975, before me personally appeared E. JERRY HARDESTY and JOSEPH L. JOHNSON, being the sole partners of HERITAGE INVESTMENT COMPANY, a Missouri general partnership, to me personally known, who, being by me duly sworn, did say that they are the sole partners of said partnership and said E. JERRY HARDESTY and JOSEPH L. JOHNSON acknowledged said instrument to be the free act and deed of said partnership and their free act and deed.

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

Notary Public

DON E. LEWIS

St. Louis County, Missouri

My Commission Expires:

My Commission Expires June 20, 1978

BOOK 715 PAGE 1321

P. H. T. L.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

NOV - 1975 - A-31P.H.

BY *[Signature]*
CLERK OF COURT
BY *[Signature]*
DEPUTY

END OF DOCUMENT

1600 Newlage Landing Suite 201
St. Charles, Mo. 63300 P.O. Box 176

AGREEMENT

BOOK 997 PAGE 1828

WHEREAS, the undersigned is the owner of certain property known as HERITAGE PLAT 23, according to the plat thereof recorded in Plat Book 23, page 72 of the St. Charles County Records.

AND, WHEREAS, by Declaration of Trust and Restrictions recorded in Book 715, page 1296 of the St. Charles County Records, various restrictions and conditions have been established and whereas said Declaration of Trust and Restrictions provide that various properties may be subjected to said Agreement upon the owner of such property executing a written instrument adopting such conditions and restrictions and filing such written adoption of record in the St. Charles County Records.

NOW, THEREFORE, the undersigned owner of property as shown on plat of HERITAGE PLAT 23, according to the plat thereof recorded in Plat Book 23, page 72 of the St. Charles County Records, do hereby adopt and subject the property described in above plat to the above Declaration of Trust and Restrictions above described.

IN WITNESS WHEREOF, the undersigned has executed this Agreement this 2nd day of February, 1984.

19920

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDS & DEEDS
FILED FOR RECORD

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[Signature]
4:12 PM

HERITAGE INVESTMENT COMPANY

[Signature]
E. Jerry Hardesty, Partner

STATE OF MISSOURI)

COUNTY OF ST. CHARLES)

ss.

On this 2nd day of February, 1984, before me personally appeared E. Jerry Hardesty, Partner of Heritage Investment Company, a partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as Partner.

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.

My Commission Expires: November 15, 1985



[Signature]
Nancy K. Dennigmann
Notary Public

END OF DOCUMENT

Heritage Investment Co.
1600 Heritage Landing
St. Charles, Mo.
63303

BOOK 1000 PAGE 900

AGREEMENT

Whereas, the undersigned are the owners of certain property known as HERITAGE PLAT TWENTY THREE, according to the plat recorded in Plat Book 23, page 72 of the St. Charles County Records,

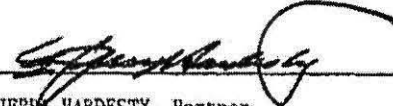
And whereas by Declaration of Trust and Restrictions of Heritage as recorded in Book 715, page 1296 of the St. Charles County Records and amendments thereto, various restriction and conditions have been established and whereas said Declaration of Trust and Restrictions provide that various properties may be subjected to said Agreement upon the owner of such property executing a written instrument adopting such conditions and restrictions and filing such written adoption of record in the St. Charles County Records.

Now therefore the undersigned owners of property as shown on plat of HERITAGE PLAT TWENTY THREE, according to the plat recorded in Plat Book 23, page 72 of the St. Charles County Records, do hereby subject the above subdivision plat to the terms of the aforementioned Declaration as it affects Heritage.

IN WITNESS WHEREOF, the undersigned has executed this 8th day of February, 1984.

HERITAGE INVESTMENT COMPANY, a Partnership

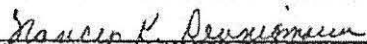
By


E. JERRY HARDESTY, Partner

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

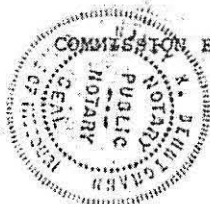
On this 8th day of February, 1984, before me personally appeared E. JERRY HARDESTY, Partner of HERITAGE INVESTMENT COMPANY, a Partnership to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, as Partner.

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


Notary Public NANCY R. DENNIGMANN

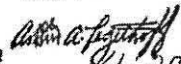
18980

COMMISSION EXPIRES: November 15, 1985



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

JUL 30 1984


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END OF DOCUMENT

AMENDED BY-LAWS
 OF
 HERITAGE RESIDENTS ASSOCIATION

ARTICLE I

Offices

The principal office of the corporation shall be located in St. Charles County, Missouri. The registered office of the corporation required by the laws of the State of Missouri to be maintained in the State of Missouri may be but need not be identical with the principal office in the State of Missouri; and the address of the registered office may be changed, from time to time, by the Board of Directors.

ARTICLE II

Members

Section 1 - Number of Members; Voting Rights: The members shall be the record owners of dwelling units of Heritage made subject to Declaration of Trust and Restrictions of Heritage under instrument recorded in deed book 715, page 1296 of the St. Charles County Records. Each such owner shall be entitled to one (1) such membership (regardless of the number of dwelling units he may own), which membership shall be appurtenant to and in conjunction with the ownership of such dwelling units. Any conveyance or change of ownership of a dwelling unit shall carry with it membership in the corporation. No member shall have a right to convey his membership in the corporation except as an incident to the conveyance of ownership of a dwelling unit. Each member shall be entitled to one vote in all matters which the Board of Directors may in its sole discretion submit to the members for their decision. In the absence of any such submission of a matter to the vote of the membership the members shall have no right to vote.

Bridges, Nichols, Seibel

-11447

STATE OF MISSOURI
 COUNTY OF CHARLES
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Barbara L. Hall
 RECORDER OF DEEDS

Section 2 - Annual Meeting: The annual meeting of members shall be held on the third Monday in April of each year, commencing with the year after Heritage Investment Company, or its successors in interest as the developer of Heritage subdivision, has sold all dwelling units (excluding multi-family rental dwelling units) in Heritage subdivision, for the purpose of electing Directors and for the transacting of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 3 - Special Meetings: Subsequent to the first annual meeting of the members, special meetings may be called by the President, by the Board of Directors, or by not less than thirty-four (34%) percent of all the members of the corporation entitled to vote.

Section 4 - Place of Meetings: The Board of Directors may designate the place for the annual meeting of members or for any special meeting of members called by the Board of Directors. The members may designate any place as the place for holding of such meeting if called by the members.

Section 5 - Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer, or persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United State Mail in a sealed envelope, addressed to the member at his address as it appears in the records of the corporation, with postage prepaid thereon.

Section 6 - Quorum Vote: At least five (5%) percent of the members entitled to vote represented in person or by proxy, shall constitute a quorum at any meeting of the members provided, that if less than a quorum is represented at such meeting, a majority of the members so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than thirty (30) days from the date originally set for such meeting.

Section 7 - Proxies: At all meetings of members, a member entitled to vote may vote by proxy, executed in writing by the member. Such proxy shall designate the person to who it is given and shall be filed with the Secretary of the Corporation before or at the time of the meeting to which said proxy applies. No proxy shall be valid for more than one (1) meeting.

ARTICLE III

Board of Directors

Section 1 - General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2 - Number, Election and Term: Until the first annual meeting is held, the number of Directors of the corporation shall be three (3), each of whom shall be appointed by Heritage Investment Co., a partnership, to serve until their successors shall have been duly qualified and elected at the first annual meeting of members. Effective after the first meeting of members, the number of Directors of the corporation shall be seven (7). At the first annual meeting of members four (4) directors shall be elected by a majority vote of the owners present of the single-family residences in Heritage; one (1) director shall be elected by a majority vote of the owners present of patio homes in Heritage; two (2) directors shall be elected by a majority vote of the owners present of garden condominiums in Heritage or of the owners of multi-family rental dwelling units if any, in Heritage. The owners of dwelling units in each class shall vote separately for the director to represent such class of dwelling units. Each such owner shall be entitled to one vote (regardless of the number of dwelling units he may own).

*All Directors shall be at least a one (1) year owner resident of Heritage and be currently paid on assessment fees. Following the first annual meeting of members, the various directors may be elected at separate meetings of the various classes of dwelling unit owners called by the Board of Directors. All Directors, except the directors appointed by Heritage Investment Company or its successors in interest shall be elected for a one (1) year term but shall serve until their successors shall have been duly elected and qualified.

Section 3 - Meetings: The Board of Directors shall meet at such times and at such places as the President may determine, but not less than two (2) times each year. One of such regular meetings shall be held within thirty (30) days following the annual meeting of members. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. At least five (5) days notice shall be given to each member of the Board prior to any regular or special meeting thereof. Such notice may be delivered personally or mailed to each Director at his residence, which notice shall be deemed delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage prepaid thereon.

Section 4 - Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, however, that if less than a majority of Directors are present^d at any such meeting, those present may adjourn the meeting and call a further meeting, notice of which shall be governed as provided in Section 3 of this Article III.

Section 5 - Manner of Acting: The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present, shall be the act of the Board of Directors, unless otherwise specifically required.

Section 6 - Vacancies: In the case of the death, resignation or disqualification of any one or more of the Directors appointed by Heritage Investment Company, or its successors in interest, said Heritage Investment Company shall appoint a successor Director to serve the balance of the term. In the case of the death, resignation or disqualification of any one or more of the Directors elected by the members, a majority of the survivors or remaining Directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the members.

Section 7 - Compensation: Directors, as such, shall not receive any compensation for their services, provided, however, that if a Director in his capacity as such incurs an expense while acting on behalf of and for the benefit of the corporation, he may receive reimbursement for such expense.

ARTICLE IV

Officers

Section 1 - Number: The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers and assistant officers as the Board of Directors may from time to time determine. The President shall be chosen from the members of the Board of Directors. The remaining officers of the corporation need not be chosen from the members of the Board, but they may be so chosen. Any two or more offices may be held by the same person, except the offices of President, Vice President, and Secretary.

Section 2 - Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, resignation, or removal. Any officer elected or appointed by the Board of Directors may be removed by said Board of Directors whenever in its judgement the best interests of the corporation would be served thereby.

Section 3 - Vacancy: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4 - President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or Treasurer or any other proper officer thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5 - The Vice Presidents: In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6 - The Treasurer: The Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7 - The Secretary: The Secretary shall: (a) keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8 - Assistant Treasurer and Assistant Secretaries: The Assistant Treasurers shall respectively if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

ARTICLE VIndemnification of Officers and Directors
Against Liabilities and Expenses in Actions

Each director or officer, or former director or officer of this corporation, and his legal representative, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of, any action, suit, proceeding, or claim in which he is made a party by reason of his being, or having been such director or officer; provided that the corporation shall not indemnify such director or officer with respect to any matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for willful misconduct in the performance of his duties as such director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of wilful misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum of the Board cannot be obtained to vote on such matter, then the matter shall be determined by a committee of three persons appointed by the members at a duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of willful misconduct in relation to any such matters, the Board of Directors or committee appointed by members, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such committee. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

ARTICLE III

BOG 1262 PAGE 1455

Amendments

A majority of the Board of Directors may alter, amend or repeal these By-Laws and may adopt new By-laws at any regular or special meeting of the Board of Directors; and may at any annual or special meeting alter or amend the Articles of Incorporation.

Adopted by the Board of Directors on this 12th day of April, 1989.

Lee D. Paul
Lee D. Paul
Donald Kleier
Donald Kleier
Kathy Cofield
Kathy Cofield

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

On this 12th day of April, 1989, before me personally appeared Lee D. Paul, Donald Kleier, Kathy Cofield, to me known to be the persons described in and who executed the foregoing instruments, and acknowledge that they executed the same as their free act and deed.

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



Robert P. Tonetta
Notary Public

END OF DOCUMENT

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STATE OF MISSOURI
COUNTY OF ST. CHARLES
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SECOND
AMENDED BY-LAWS

OF
HERITAGE RESIDENTS ASSOCIATION

Barbara Hall
RECORDER OF DEEDS

ARTICLE I

Offices

The principal office of the corporation shall be located in St. Charles County, Missouri. The registered office of the corporation required by the laws of the State of Missouri to be maintained in the State of Missouri may be but need not be identical with the principal office in the State of Missouri; and the address of the registered office may be changed, from time to time, by the Board of Directors.

ARTICLE II

Members

Section 1 - Number of Members: Voting Rights: The members shall be the record owners of dwelling units of Heritage made subject to Declaration of Trust and Restrictions of Heritage under instrument recorded in deed book 715, page 1296 of the St. Charles County Records. Each such owner shall be entitled to one (1) such membership (regardless of the number of dwelling units he may own), which membership shall be appurtenant to and in conjunction with the ownership of such dwelling units. Any conveyance or change of ownership of a dwelling unit shall carry with it membership in the corporation. No member shall have a right to convey his membership in the corporation except as an incident to the conveyance of ownership of a dwelling unit. Each member shall be entitled to one vote in all matters which the Board of Directors may in its sole discretion submit to the members for their decision. In the absence of any such submission of a matter to the vote of the membership the members shall have no right to vote.

Section 2 - Annual Meeting: The annual meeting of members shall be held on the third Monday in April of each year, commencing with the year after Heritage Investment Company, or its successors in interest as the developer of Heritage subdivision, has sold all dwelling units (excluding multi-family rental dwelling units) in Heritage subdivision, for the purpose

Thas Nichols

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of electing Directors and for the transacting of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 3 - Special Meetings: Subsequent to the first annual meeting of the members, special meetings may be called by the President, by the Board of Directors, or by not less than thirty-four percent (34%) of all the members of the corporation entitled to vote.

Section 4 - Place of Meetings: The Board of Directors may designate the place for the annual meeting of members or for any special meeting of members called by the Board of Directors. The members may designate any place as the place for holding of such meeting if called by the members.

Section 5 - Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer, or persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope, addressed to the member at his address as it appears in the records of the corporation, with postage prepaid thereon.

Section 6 - Quorum Vote: At least five percent (5%) of the members entitled to vote represented in person or by proxy, shall constitute a quorum at any meeting of the members provided, that if less than a quorum is represented at such meeting, a majority of the members so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than thirty (30) days from the date originally set for such meeting.

Section 7 - Proxies: At all meetings of members, a member entitled to vote may vote by proxy, executed in writing by the member. Such proxy shall designate the person to whom it is given and shall be filed with the Secretary of the Corporation

before or at the time of the meeting to which said proxy applies.
No proxy shall be valid for more than one (1) meeting.

ARTICLE III

Board of Directors

Section 1 - General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2 - Number, Election and Term: Until the first annual meeting is held, the number of Directors of the corporation shall be three (3), each of whom shall be appointed by Heritage Investment Co., a partnership, to serve until their successors shall have been duly qualified and elected at the first annual meeting of members. Effective after the first meeting of members, the number of Directors of the corporation shall be seven (7). At the first annual meeting of members four (4) directors shall be elected by a majority vote of the owners present of the single-family residences in Heritage: one (1) director shall be elected by a majority vote of the owners present of patio homes in Heritage; two (2) directors shall be elected by a majority vote of the owners present of garden condominiums in Heritage or of the owners of multi-family rental dwelling units, if any, in Heritage. The owners of dwelling units in each class shall vote separately for the director to represent such class of dwelling units. Each such owner shall be entitled to one vote (regardless of the number of dwelling units he may own). Effective with the annual meeting in April, 1992, two (2) directors representing the single-family residences in Heritage shall be elected to two (2) year terms and the two (2) other directors representing the single-family residences shall be elected to a one (1) year term; the one (1) director representing the patio homes in Heritage shall be elected to a two (2) year term; and one (1) director representing the garden condominiums or multi-family rental dwelling units in Heritage shall be elected to a two (2) year term; and the one (1) other director representing the garden condominiums or multi-family rental dwelling units in Heritage shall be elected to a one (1) year term. Every year thereafter, directors shall be elected for a term of two (2) years upon expiration of the term to which they

were elected in 1992. All Directors shall be elected for a two (2) year term but shall serve until their successors shall have been duly elected and qualified.

All Directors shall be at least one (1) year owner resident of Heritage and be currently paid on assessment fees. Following the first annual meeting of members, the various directors may be elected at separate meetings of the various classes of dwelling unit owners called by the Board of Directors.

Section 3 - Meetings: The Board of Directors shall meet at such times and at such places as the President may determine, but not less than two (2) times each year. One of such regular meetings shall be held within thirty (30) days following the annual meeting of members. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. At least five (5) days notice shall be given to each member of the Board prior to any regular or special meeting thereof. Such notice may be delivered personally or mailed to each Director at his residence, which notice shall be deemed delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage prepaid thereon.

Section 4 - Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, however, that if less than a majority of Directors are present at any such meeting, those present may adjourn the meeting and call a further meeting, notice of which shall be governed as provided in Section 3 of this Article III.

Section 5 - Manner of Acting: The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present, shall be the act of the Board of Directors, unless otherwise specifically required.

Section 6 - Vacancies: In the case of the death, resignation or disqualification of any one or more of the Directors elected by the members, a majority of the survivors or remaining Directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the members.

Section 7 - Compensation: Directors, as such, shall not receive any compensation for their services, provided, however, that if a Director in his capacity as such incurs an expense while acting on behalf of and for the benefit of the corporation, he may receive reimbursement for such expense.

ARTICLE IV

Officers

Section 1 - Number: The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers and assistant officer as the Board of Directors may from time to time determine. The President shall be chosen from the members of the Board of Directors. The remaining officers of the corporation need not be chosen from the members of the Board, but they may be so chosen. Any two or more offices may be held by the same person, except the offices of President, Vice President, and Secretary.

Section 2 - Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, resignation, or removal. Any officer elected or appointed by the Board of Directors may be removed by said Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 3 - Vacancy: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4 - President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or

Treasurer or any other proper officer thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5 - The Vice Presidents: In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5 - The Treasurer: The Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7 - The Secretary: The Secretary shall: (a) keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the

corporate records; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8 - Assistant Treasurer and Assistant Secretaries:

The Assistant Treasurers shall respectively if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

ARTICLE V

Indemnification of Officers and Directors
Against Liabilities and Expenses in Actions

Each director or officer, or former director or officer of this corporation, and his legal representative, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of, any action, suit proceeding, or claim in which he is made a party by reason of his being, or having been such director or officer; provided that the corporation shall not indemnify such director or officer with respect to any matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for willful misconduct in the performance of his duties as such director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of willful misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum

of the Board cannot be obtained to vote on such matter, then the matter shall be determined by a committee of three persons appointed by the members at a duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of willful misconduct in relation to any such matters, the Board of Directors or committee appointed by members, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such committee. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

ARTICLE VI

Amendments

A majority of the Board of Directors may alter, amend or repeal these By-Laws and may adopt new By-laws at any regular or special meeting of the Board of Directors; and may at any annual or special meeting alter or amend the Articles of Incorporation.

Adopted by the Board of Directors on this 25th day of February, 1992.

Mitchel W. Henson
MITCHEL W. HENSON

Ray Yeargain
RAY YEARGAIN

T. Donald Moore
T. DONALD MOORE

William Ryther
WILLIAM RYTHERR

Richard W. Blalock
RICHARD BLALOCK

Linda Maus
LINDA MAUS

Joe Schwartz
JOE SCHWARTZ

STATE OF MISSOURI)
COUNTY OF ST. CHARLES) ss

On this 25th day of February, 1992, before me personally appeared MITCHEL W. HENSON, RAY YEARGAIN, T. DONALD MOORE, WILLIAM RYTHERR, RICHARD BLALOCK, LINDA MAUS and JOE SCHWARTZ, to me known to be the persons described in and who executed the foregoing instruments, and acknowledge that they executed the same as their free act and deed.

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

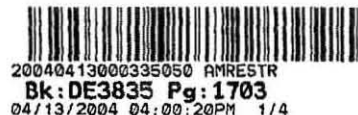


Grace M. Nichols
Notary Public

Grace M. Nichols
NOTARY PUBLIC - STATE OF MICHIGAN
ST. CHARLES COUNTY
COMMISSION EXPIRES 12-22-23

END OF DOCUMENT

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S-3
L-2



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

RECORDING MEMORANDUM

Instrument: Amendment to By-Laws of Heritage Residents Association

Grantor: Owners of Heritage Residents Association
417 Monitor Way
St. Charles, MO 63303

Grantee: Heritage Residents Association
14323 S. Outer Forty Road, #301N
Chesterfield, MO 63017

Date: JULY 8, 2003

County: St. Charles County, Missouri

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

715,1296
1262,1447

env Marvin Nodiff Law Office

**AMENDMENT
TO BY-LAWS OF
HERITAGE RESIDENTS ASSOCIATION**

THIS AMENDMENT is adopted this 8 day of July, 2003 by the Board of Directors of Heritage Residents Association.

WITNESSETH:

WHEREAS, Heritage is a residential community consisting of approximately 1131 dwelling units located in St. Charles County, Missouri ("Heritage") created and existing under the Declaration of Trust and Restrictions of Heritage, as recorded on November 5, 1975 in Book 715, Page 1296, as may be amended ("Declaration") and the Amended By-Laws of the Heritage Residents Association, as recorded in Book 1262, Page 1447, as may be amended ("By-Laws") of the records of St. Charles County, Missouri; and

WHEREAS, a certain parcel of real property was subdivided into individual lots and units and common ground and subjected to the provisions of the Declaration, said real property being more particularly described in the Declaration and depicted on plats recorded in Plat Book 19, Page 63 and Plat Book 19, Page 66, of the records of St. Charles County, Missouri, as supplemented and amended ("Plat"); and

WHEREAS, the Board of Directors of the Association is authorized to amend the By-Laws as provided in Article VI of the By-Laws; and

WHEREAS, the Board desires and intends to amend the By-Laws to foster representation on the Board for owners in property known as the Heritage Trail, if such property is annexed to Heritage, as more particularly set forth herein below.

NOW THEREFORE, the By-Laws are amended as follows:

A. *Section 2 of Article III is deleted in its entirety, and a new Section 2 of Article III adopted in lieu thereof, to read as follows:*

"Section 2 - Number, Election and Term. The number of Directors on the Board shall be nine (9), consisting of four (4) Directors who shall be Owners of Single Family Units in Heritage other than Heritage Trail (the "Trail"), two (2) Directors who shall be Owners of Single Family Units in the Trail, one (1) Director who shall be an Owner of a Patio home, and two (2) Directors who shall be Owners of garden condominium Units or of multi-family rental dwelling Units. The Owners of Units in each class shall vote separately at the annual meeting to elect their respective Directors, said vote being by majority of the Members in each class in attendance at said meeting in person or by proxy. Upon the effective date of this Amendment, each Director currently serving on the Board shall continue to serve the term to which he/she was elected, and the Declarant of the Trail shall appoint two (2) Directors from the Trail who need not be Owners.

Said appointment by the Trail shall be at such time as the Trail may be created by recording of a subdivision plat and a declaration subjecting the Trail to this Declaration. Within sixty (60) days after fifty percent (50%) of the Units in the Trail are conveyed to Owners other than Declarant, the Owners of Units in the Trail shall elect one (1) Director at the annual meeting to serve a term of two (2) years to replace one (1) Director appointed by Declarant. Within sixty (60) days after seventy-five percent (75%) of the Units in the Trail are conveyed to Owners other than Declarant, the Owners of Units in the Trail shall elect one (1) Director at the annual meeting to serve a term of two (2) years to replace the remaining Director appointed by the Declarant. Thereafter, each Director shall be elected to a term of two (2) years and shall serve until his/her successor is duly elected and qualified. The terms of Directors within each class shall be staggered. In the event any additional subcommunity is created within Heritage or annexed into Heritage in the future, the Board may appoint an owner of such community to serve as ex officio Director with the same rights and responsibilities of other Directors except for the rights to vote and serve as an officer."


The Board of Directors has approved this Amendment in accordance with Article VI of the By-Laws and authorizes the President and Secretary of the Board to execute, certify and record this Amendment.

This Amendment shall be effective upon recordation in the official records of the Recorder of Deeds of St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors of Heritage Residents Association hereby execute this Amendment on the date and year first above written.

HERITAGE RESIDENTS ASSOCIATION,
a Missouri nonprofit corporation

By:


President CARL J. MAUS

[No Seal]

Attest:


Secretary

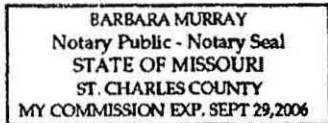
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 8 day of July, 2003, before me appeared CARL J. MAUS,
to me personally known, who, being by me duly sworn, did say that he/she is the President of the
Board of Directors of Heritage Residents Association, a Missouri nonprofit corporation, which has
no seal, and that said instrument was signed in behalf of said corporation, and that said President
acknowledged said instrument to be his/her free act and deed.

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

Barbara Murray
Notary Public

My Commission Expires:
9-29-06



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07/28/2004 10:55:21AM 1/4

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

RECORD AS IS

Instrument Title: *SECOND AMENDMENT TO BY-LAWS OF
HERITAGE RESIDENTS ASSOCIATION*

Date of Instrument: *JULY 27 2004*

Grantor(s): *HERITAGE RESIDENTS ASSOCIATION*

Grantee(s): *HERITAGE RESIDENTS ASSOCIATION*

Grantee's Mailing Address: *N/A*

Legal Description: *N/A*

Book(s) and Page(s) Affected: *BOOK 1262 PAGE 1447*

This is the first page of the attached document. **DO NOT REMOVE.**

SECOND AMENDMENT
TO BY-LAWS OF
HERITAGE RESIDENTS ASSOCIATION

THIS SECOND AMENDMENT is adopted this 27 day of JULY, 2004, by the Board of Directors of Heritage Residents Association.

WITNESSETH:

WHEREAS, Heritage is a residential community consisting of approximately 1131 dwelling units located in St. Charles County, Missouri ("Heritage") created and existing under the Declaration of Trust and Restrictions of Heritage, as recorded on November 5, 1975 in Book 715, Page 1296, as may be amended ("Declaration") and the Amended By-Laws of the Heritage Residents Association, as recorded in Book 1262, Page 1447, as may be amended ("By-Laws") or the records of St. Charles County, Missouri; and

WHEREAS, a certain parcel of real property was subdivided into individual lots and units and common ground and subjected to the provisions of the Declaration, said real property being more particularly described in the Declaration and depicted on plats recorded in Plat Book 19, Page 63 and Plat Book 19, Page 66, of the records of St. Charles County, Missouri, as supplemented and amended ("Plat"); and

WHEREAS, the Board of Directors adopted an Amendment to the By-Laws of Heritage Residents Association on July 8, 2003; and

WHEREAS, the Board of Directors of the Association is authorized to amend the By-Laws as provided in Article VI of the By-Laws; and

WHEREAS, the Board desires and intends to amend the By-Laws to foster representation on the Board for the owners of property in the subdivision known as the Heritage Trail (hereinafter "Trail"), if and when such property is annexed to Heritage, as more particularly set forth herein below.

NOW THEREFORE, the By-Laws are amended as follows:

A. Section 2 of Article III is deleted in its entirety, and a new Section 2 of Article III adopted in lieu thereof, as follows:

"Section 2 - Number, Election and Term. The number of Directors on the Board shall be nine (9), consisting of four (4) Directors who shall be Owners of Single Family Units in Heritage other than Heritage Trail (the "Trail"), two (2) Directors who shall be Owners of Single Family Units in the Trail, one (1) Director who shall

be an Owner of a Patio home, and two (2) Directors who shall be Owners of garden condominium Units or of multi-family rental dwelling Units. The Owners of Units in each class shall vote separately at the annual meeting to elect their respective Directors, said vote being by majority of the Members in each class in attendance at said meeting in person or by proxy. Upon the effective date of this Amendment, each Director currently serving on the Board shall continue to serve the term to which he/she was elected, provided, however, that the Declarants of the Trail shall appoint two (2) Directors from the Trail. All Directors so appointed shall be approved by a majority of the Board of Directors of the Heritage Residents Association. If not so approved, the Declarants shall appoint another person or persons for directorship until said appointee(s) is approved.

Said appointment by the Trail shall be at such time as the Trail may be created by recording of a subdivision plat and a declaration subjecting the Trail to this Declaration. Within sixty (60) days after fifty percent (50%) of the Units in the Trail are conveyed to Owners other than Declarant, the Owners of Units in the Trail shall elect one (1) Director at the annual meeting to serve a term of two (2) years to replace one (1) Director appointed by Declarant. Within sixty (60) days after seventy-five percent (75%) of the Units in the Trail are conveyed to Owners other than Declarant, the Owners of Units in the Trail shall elect one (1) Director at the annual meeting to serve a term of two (2) years to replace the remaining Director appointed by the Declarant. Thereafter, each Director shall be elected to a term of two (2) years and shall serve until his/her successor is duly elected and qualified. The terms of Directors within each class shall be staggered. In the event any additional subcommunity is created within Heritage or annexed into Heritage in the future, the Board may appoint an owner of such community to serve as ex officio Director with the same rights and responsibilities of other Directors except for the rights to vote and serve as an officer."

The Board of Directors has approved this Amendment in accordance with Article VI of the By-Laws and authorizes the President and Secretary of the Board to execute, certify and record this Amendment.

This Amendment shall be effective upon recordation in the official records of the Recorder of Deeds of St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors of Heritage Residents Association hereby execute this Amendment on the date and year first above written.

HERITAGE RESIDENTS ASSOCIATION,
a Missouri nonprofit corporation

By:

Frank Rosner
President

FRANK ROSNER

[No Seal]

Attest:

Gina C. Fitzgerald
Secretary

STATE OF MISSOURI)

) SS.

COUNTY OF ST. CHARLES)

On this 27TH day of JULY, 2004, before me appeared FRANK ROSNER, to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Directors of Heritage Residents Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said corporation, and that said President acknowledged said instrument to be his free act and deed.

Daniel T. Fagan
Notary Public

My Commission Expires:

Daniel T. Fagan - Notary Public
Notary Seal for State of
Missouri - St. Charles County
My Commission Expires 8/20/2008

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RECORD AS IS



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CERTIFIED-FILED FOR RECORD

Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Karen Porterfield

.....
Title of Instrument: Amendment to By-Laws of Heritage Residents Association

Date of Instrument: March 27, 2006

Grantor: Heritage Residents Association

Grantee: Heritage Residents Association

Grantee's Mailing Address: 3910 Old Highway 94 South
Suite 111
St. Charles, MO 63304

Legal description: n/a

Book(s) and Page(s) Affected:

B:938 P:1257; B:1262 P:1447; B:1429 P:601; B:3835 P:1704; B:3937
P:312

Book 715 Page 1296

HERITAGE RESIDENTS ASSN
CALL FOR PICK UP 636-441-2860 (CARL)

RECORD AS IS

Call For pick up: Heritage Residents Assn (Carl Phillips- 636-441-2860)

AMENDMENT TO BY-LAWS OF HERITAGE RESIDENTS ASSOCIATION

This Amendment is adopted this 27 day of MARCH, 2006, by the Board of Directors of Heritage Residents Association (hereinafter "Association").

WITNESSETH:

WHEREAS, Heritage is a residential community located in St. Charles County, Missouri, created under the Declaration of Trust and Restrictions of Heritage, as recorded on November 5, 1975 in Book 715 at Page 1296 and governed by the Amended By-Laws of the Heritage Residents Association recorded in Book 1262 at Page 1447 and governed by Second Amended By-Laws of Heritage Residents Association recorded in Book 1429 at Page 601 and amendment to the By-Laws of Heritage Residents Association dated July 8, 2003; and

WHEREAS, the Board of Directors of the Association is authorized to amend the By-Laws by a majority at any regular or special meeting of the Board of Directors; and

WHEREAS, the Board has determined that the conduct of elections would be more efficient and the Association better served if members are prohibited from voting by proxy, as provided in Section 355.291 (RSMo 2004).

NOW THEREFORE, the By-Laws are amended as follows:

Article II Members

Section 7- Proxies: This section is deleted in its entirety and a new Section 7 - Proxies Prohibited is hereby adopted in lieu thereof to read as follows:

Section 7 - Proxies Prohibited: In accordance with Section 355.291 (RSMo 2004) voting by proxy is prohibited. No member may appoint a proxy to vote or otherwise act for the member in casting any ballot or vote.

The Board of Directors has approved this Amendment in accordance with Article VI of the By-Laws and authorizes the President and Secretary of the Board to execute, certify and record this Amendment.

RECORD AS IS

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

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors of Heritage Residents Association hereby execute this Amendment and adopt the Amendment and incorporate same into the Second Amended By-Laws of Heritage Residents Association on the day and year first above written.

Frank Rosner PRESIDENT
Frank Rosner, President

(No Seal)

Attest:

Carl Phillips
Carl Phillips, Secretary

Daniel T. Fagan
Daniel T. Fagan - Notary Public
Notary Seal for State of
Missouri - St. Charles County
My Commission Expires 8/20/2008

RECORD AS IS



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05/14/2007 08:13:14AM 1/5

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

.....
Title of Instrument: Fourth
Amendment to By-Laws of Heritage Residents
Association

Date of Instrument: April 2, 2007

Grantor: Heritage Residents Association

Grantee: Heritage Residents Association

Grantee's Mailing Address: 3910 Old Highway 94 South
Suite 111
St. Charles, MO 63304

Legal description: n/a

Book(s) and Page(s) Affected:

B:938 P:1257; B:1262 P:1447; B:1429 P:601; B:3835 P:1704; B:3937
B:4702 P:650 p:312

Barklage Brett

**FOURTH AMENDMENT TO THE BY-LAWS OF
HERITAGE RESIDENTS ASSOCIATION**

This Fourth Amendment is adopted this 2nd day of April, 2007, by the Board of Directors of the Heritage Residents Association (hereinafter "Association").

WITNESSETH:

WHEREAS, Heritage is a residential community consisting of residential development located in St. Charles County, Missouri, created under the Declaration of Trust and Restrictions of Heritage, as recorded on November 5, 1975 in Book 715 at Page 1296, as amended and now including Heritage Trails, and governed by the Second Amended By-Laws of Heritage Residents Association recorded in Book 1429 at Page 601 as it has been amended; and

WHEREAS, it is the desire of the Board of Directors to increase the number of Directors on the Board to a total of eleven (11) Directors to include a Director who shall be an Owner of the apartments known as Heritage Apartments; and

WHEREAS, The Board desires and intends to amend the By-Laws and the Articles of Incorporation to foster additional representation of the owners of properties, including owners of the multi-family rental units.

WHEREAS, the Board of Directors is authorized to amend the By-Laws as provided in Article VI of the Second Amended By-Laws of Heritage Residents Association.

NOW THEREFORE, Article III of the By-Laws shall be amended in its entirety to read as follows:

Article III
Board of Directors

Section 1 – General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2 – Number, Election and Term: The number of Directors on the Board shall be eleven (11), consisting of five (5) Directors, each of whom shall be an owner of a Single Family Unit in Heritage (Heritage refers to original the single family home development) other than Heritage Trail (the "Trail"), two (2) Directors, each of whom shall be owners of Single Family Units in the Trail, one (1) Director who shall be an owner of a Patio Home, and two (2) Directors, each of whom shall be an owner of a Heritage Garden Condominium Unit, and one (1) Director who shall be an owner of the Heritage Apartments. The owners of units in Heritage and Heritage Trail shall vote at their annual meeting to elect their respective Directors, said vote being by majority of the Members as provided in these By-Laws. Upon the effective date of this Amendment, each Director currently serving on the Board shall continue to serve the term to which he/she was elected. Each Director shall be elected to a term of two (2) years and shall serve until his/her successor is duly elected and qualified. The terms of Directors within each class shall be staggered. The current Directors shall continue on the same term schedule. The Director from the Heritage Apartments and the additional Heritage Director shall serve a two (2) year term. The owner for the Heritage Apartments may appoint a person to serve on the Board in his place so long as the appointment is in writing. The Directors from the Patio Homes and the Heritage Garden Condominium Units shall be appointed by their respective Boards.

All Directors shall be at least a one (1) year owner and resident of Heritage (except the Director for Heritage Apartment, who need not be a resident) and be current on assessment fees, fines and special assessments.

Section 3 – Meetings: The Board of Directors shall meet at such times and at such places as the President may determine, but not less than two (2) times each year. One of such meetings shall be held within thirty (30) days following the annual meeting of members. Special meetings of the Board of Directors may be called by or at the request of the President or any four Directors. At least five (5) days notice shall be given to each member of the Board prior to any regular or special meeting thereof. Such notice may be delivered personally or mailed to each Director at his residence, which notice shall be deemed delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage prepaid thereon.

Section 4 - Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, however, that if less than a majority of Directors are present at any such meeting, those present may adjourn the meeting and call a further meeting, notice of which shall be governed as provided in Section 3 of this Article III.

Section 5 - Manner of Acting: The act of the majority of the Directors present at meeting of the Directors at which a quorum is present, shall be the act of the Board of Directors, unless otherwise specifically required.

Section 6 - Vacancies: In the case of the death, resignation or disqualification of anyone or more of the Directors elected by the members, a majority of the survivors or remaining Directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the members.

Section 7 - Compensation: Directors, as such, shall not receive any compensation for their services; provided, however, that if a Director in his capacity as such incurs an expense while acting on behalf of and for the benefit of the corporation, he may receive reimbursement for such expense.

The Board of Directors has approved this Amendment in accordance with Article VI of the By-Laws and authorizes the President and Secretary of the Board to execute, certify and record this Amendment. In all other respects the By-Laws as amended shall remain in full force and effect.

The Board of Directors has approved this Amendment in accordance with Article VI of the By-Laws and authorizes the President and Secretary of the Board to execute, certify and record the document.

Furthermore, the Articles of Incorporation filed on December 7, 1997, as amended, shall be further amended as to Article V as follows:

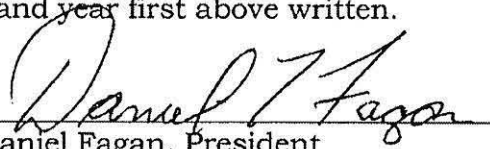
The Board of Directors shall consist of eleven (11) Members.

The President and Secretary of the Board are directed to execute the Articles of Amendment to the Articles of Incorporation of a General Not-for-Profit Corporation and file same with the Missouri Secretary of State.

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

Approved at the meeting of the Board of Directors on April 2, 2007.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors of Heritage Residents Association hereby execute this Amendment and adopt the Amendment and incorporate same into the Second Amended By-Laws of Heritage Residents Association on the day and year first above written.

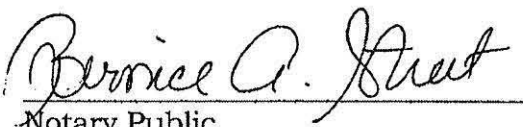

Daniel Fagan, President

(No Seal)

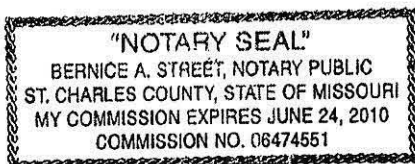
Attest: 
Carl Phillips, Secretary

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

On this 2nd day of April, 2007, before me appeared Daniel Fagan, to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Directors of Heritage Residents Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said corporation, and that said President acknowledged said instrument to be his free act and deed.


Notary Public

My Commission Expires:



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

Title of Instrument: Amended By-Laws of Heritage Residents Association

Date of Instrument: November 29, 2011

Grantor: Heritage Residents Association

Grantee: Heritage Residents Association

Grantee's Mailing Address: The Smith Management Group
1630 Des Peres Road, Suite 210
St. Louis, MO 63131

Legal Description: N/A

Books and Pages Affected:

B: 938 P: 1257; B: 1262 P: 1447; B: 1429 P: 601; B: 3835 P: 1704; B: 3937 P: 312;
B: 4702 P: 650; B: 4752 P: 794.

AMENDED BYLAWS
OF
HERITAGE RESIDENTS ASSOCIATION

THESE AMENDED BYLAWS of The Heritage Residents Association are adopted this
29 day of NOVEMBER, 2011, and revoke all prior Amendments to the Bylaws.

ARTICLE I

Offices

The principal office of the corporation shall be located in St. Charles County, Missouri. The registered office of the corporation required by the laws of the State of Missouri to be maintained in the State of Missouri may be but need not be identical with the principal office in the State of Missouri; and the address of the registered office may be changed, from time to time, by the Board of Directors.

ARTICLE II

Members

Section 1 - Number of Members: Voting Rights: The members shall be the record owners of dwelling units of Heritage made subject to Declaration of Trust and Restrictions of Heritage under instrument recorded in deed book 715, page 1296 and amended in Book 3682 Page 2181 of the St. Charles County Records. Each such owner shall be entitled to one (1) such membership (regardless of the number of dwelling units he/she may own), which membership shall be appurtenant to and in conjunction with the ownership of such dwelling units. Any conveyance or change of ownership of a dwelling unit shall carry with it membership in the corporation. No member shall have a right to convey his/her membership in the corporation except as an incident to the conveyance of ownership of a dwelling unit. Each member shall be entitled to one vote in all matters which the Board of Directors may in its sole discretion submit to the members for their decision. In the



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Bk: DE5706 Pg: 965

absence of any such submission of a matter to the vote of the membership the members shall have no right to vote.

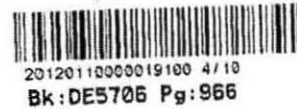
Section 2 - Annual Meeting: The annual meeting of members shall be held on the third Monday in April of each year, commencing with the year after Heritage Investment Company, or its successors in interest as the developer of Heritage subdivision, has sold all dwelling units (excluding multi-family rental dwelling units) in Heritage subdivision, for the purpose of electing Directors and for the transacting of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 3 - Special Meetings: Subsequent to the first annual meeting of the members, special meetings may be called by the President, by the Board of Directors, or by not less than thirty-four percent (34%) of all the members of the corporation entitled to vote.

Section 4 - Place of Meetings: The Board of Directors may designate the place for the annual meeting of members or for any special meeting of members called by the Board of Directors. The members may designate any place as the place for holding of such meeting if called by the members.

Section 5 - Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer, or persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope, addressed to the member at his/her address as it appears in the records of the corporation, with postage prepaid thereon.

Section 6 - Quorum Vote: At least five percent (5%) of the members entitled to vote represented



in person shall constitute a quorum at any meeting of the members provided, that if less than the quorum is represented at such meeting, a majority of the members so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than thirty (30) days from the date originally set for such meeting.

Section 7 - Proxies Prohibited: In accordance with Section 355.291 (RSMo 2004) voting by proxy is prohibited. No member may appoint a proxy to vote or otherwise act for the member in casting any ballot or vote.

ARTICLE III

Board of Directors

Section 1 - General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2 - Number, Election and Term: The number of Directors on the Board shall be eleven (11), consisting of five (5) Directors, each of whom shall be an owner of a Single Family Unit in Heritage (Heritage refers to the original single family home development) other than Heritage Trail (the "Trail"), two (2) Directors, each of whom shall be owners of Single Family Units in the Trail, one (1) Director who shall be an owner of a Patio Home, and two (2) Directors, each of whom shall be an owner of a Heritage Garden Condominium Unit, and one (1) director who shall be an owner of the Heritage Apartments. The owners of units in Heritage and Heritage Trail shall vote at their annual meeting to elect their respective Directors, said vote being by majority of the Members as provided in these By-Laws. Upon the effective date of this Amendment, each Director currently serving on the Board shall continue to serve the term to which he/she was elected. Each Director shall be elected to a term of two (2) years and shall serve until his/her successor is duly elected and qualified. The terms of Directors within each class shall be staggered. The current Directors shall



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continue on the same term schedule. The Director from the Heritage Apartments and the additional Heritage Director shall serve a two (2) year term. The owner for the Heritage Apartments may appoint a person to serve on the Board in his place so long as the appointment is in writing. The Directors from the Patio Homes and the Heritage Garden Condominium Units shall be appointed by their respective Boards.

All Directors shall be at least a one (1) year owner and resident of Heritage (except the Director for Heritage Apartment, who need not be a resident) and be current on assessment fees, fines and special assessments.

Section 3 - Meetings: The Board of Directors shall meet at such times and at such places as the President may determine, but not less than two (2) times each year. One of such meetings shall be held within thirty (30) days following the annual meeting of members. Special meetings of the Board of Directors may be called by or at the request of the President or any four Directors. At least five (5) days notice shall be given to each member of the Board prior to any regular or special meeting thereof. Such notice may be delivered personally, mailed or electronically sent to each Director at his residence, which notice shall be deemed delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage prepaid thereon or when electronically delivered. In the event that an action by the Board needs to be taken in a shorter period of time than allotted for a Special Meeting Notice, a majority of the Board may consent that the meeting take place by electronic voting.

Section 4 - Quorum: A majority of the Board of directors shall constitute a quorum for the transaction of business at any meeting of the board of Directors; provided, however, that if less than a majority of Directors are present at any such meeting, those present may adjourn the meeting and call a further meeting, notice of which shall be governed as provided in Section 3 of this Article III.



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Section 5 - Manner of Acting: The act of the majority of the Directors present at meeting of the Directors at which a quorum is present, shall be the act of the Board of Directors, unless otherwise specifically required.

Section 6 - Vacancies: In the case of the death, resignation or disqualification of any one or more of the Directors elected by the members, a majority of the survivors or remaining Directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the members. The respective Boards of the Patio Homes and Heritage Garden Condominium units shall name any replacement to fill the unexpired term of their prior director(s).

Section 7 - Compensation: Directors, as such, shall not receive any compensation for their services; provided, however, that if a Director in his capacity as such incurs an expense while acting on behalf of and for the benefit of the corporation, he may receive reimbursement for such expense.

Section 8 - Attendance: A board member may miss no more than three meetings during the course of the calendar year. Should a board member miss more than three meetings, the board, by majority vote of the other board members, may remove the offending board member for the balance of their term. The board may replace the dismissed member with the resident that received the next highest number of votes in the previous election. In which case, the appointed member will only serve the balance of the dismissed board member's term. Should the board remove a member appointed by Patio Homes or Condominiums, their respective board shall appoint a person to fill the remainder of the unexpired term.

ARTICLE IV

Officers

Section 1 - Number: The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer

and such other officers and assistant officers as the Board of Directors may from time to time determine. The President shall be chosen from the members of the Board of Directors. The remaining officers of the corporation need not be chosen from the members of the Board, but they may be so chosen. Any two or more offices may be held by the same person, except the offices of President, Vice President, and Secretary.

Section 2 - Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, resignation, or removal. Any officer elected or appointed by the Board of Directors may be removed by said Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 3 - Vacancy: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4 - President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He/She shall preside at all meetings of the members and of the Board of Directors. He/She may sign, with the Secretary or Treasurer or any other proper officer thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by



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the Board of Directors from time to time.

Section 5 - The Vice Presidents: In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 6 - The Treasurer: The Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 7 - The Secretary: The Secretary shall: (a) keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8 - Assistant Treasurer and Assistant Secretaries: The Assistant Treasurers shall respectively if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

ARTICLE V

Indemnification of Officers and Directors Against Liabilities and Expenses in Actions

Each director or officer, or former director or officer of this corporation, and his/her legal representative, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him/her or his/her estate in connection with, or arising out of, any action, suit proceeding, or claim in which he/she is made a party by reason of his/her being, or having been a director or officer; provided that the corporation shall not indemnify any director or officer with respect to any matters as to which he/she shall be finally adjudged in any such action, suit or proceeding, to have been liable for willful misconduct in the performance of his/her duties as a director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of willful misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum of the Board cannot be obtained to vote on such matter, then the matter shall be determined by a committee of three (3) persons appointed by the members at a duly called special meeting or at a regular meeting. In determining whether or not a director or



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officer was guilty of willful misconduct in relation to any such matters, the Board of Directors or committee appointed by members, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such committee. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

ARTICLE VI

Amendments

A majority of the Board of Directors may alter, amend or repeal these By-Laws and may adopt new By-Laws at any regular or special meeting of the Board of Directors; and may at any annual or special meeting alter or amend the Articles of Incorporation.

Matt Kisler
President, MATT KISLER

Attest:

Mark Gerber
Secretary, MARK GERBER

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

On this 7 day of December, 2011, before me appeared MATT KISLER to me personally known, who, being by me duly sworn, did say that he is the President of the Heritage Residents Association, a Missouri not-for-profit corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said MATT KISLER acknowledged 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 the day and year first above written.

Richard P. Dorsey III
Notary Public

My commission expires



RICHARD P. DORSEY III
My Commission Expires
August 1, 2014
St. Louis County
Commission #10428075

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

Title of Instrument: Amendment to Declarations of Trust and
Restrictions of Heritage

Date of Instrument: June 1, 2012

Grantor: Owners of Heritage Residents Association

Grantee: Heritage Residents Association

Grantee's Mailing Address: The Smith Management Group
1630 Des Peres Road, Suite 210
St. Louis, MO 63131

Legal Description: N/A

Books and Pages Affected: B: 715 P: 196; B: 3682 P: 2181; B: 5706 P: 963

AHLHEIM & DORSEY L L C
2209 FIRST CAPITOL DRIVE
ST CHARLES, MO 63301

Ahlheim + Dorsey



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AMENDMENT TO DECLARATION OF TRUST AND RESTRICTIONS OF HERITAGE

THIS AMENDMENT is adopted this 1st day of June, 2012 by owners of properties within Heritage Residents Association as members of Heritage Residents Association.

WITNESSETH:

WHEREAS, Heritage Residents Association is a residential community located in St. Charles County, Missouri ("Heritage") created and existing under the Declaration of Trust and Restrictions of Heritage as recorded on November 5, 1975 in Book 715 Page 196 of the St. Charles County records and amended by a document recorded on October 14, 2003 in Book 3682 Page 2181 as may be amended ("Declaration") in the St. Charles County records and the Amended By Laws of Heritage Residents Association as recorded in Book 5706 Page 963 as may be amended ("By Laws") of the records of St. Charles County; and,

WHEREAS, a certain parcel of real property was subdivided into individual lots and units and common ground and subjected to the provisions of the Declaration and By Laws said property being more particularly described in the Declaration and depicted on plats recorded in Plat Book 19 Page 63 and Plat Book 19 Page 66 of the St. Charles County records as supplemented and amended ("Plat") and,

WHEREAS, the owners of record of units and lots or parcels in Heritage are authorized to amend the Declaration as provided in Article VII, Section 4(b) of the Declaration; and,

WHEREAS, the owners desire and intend to amend the Declaration in particular to approve annexation of certain additional real property to be known as "The Enclave at Heritage".

NOW, THEREFORE, the Declaration is amended as follows:

The development known as Heritage is hereby amended to include the property known as The Enclave at Heritage being more particularly described in Plat Book 44 Page 248 - 249 of the St. Charles County records. Said amendment being done pursuant to Article VII, Section 4(b) of the Amended Declaration of Trust and Restrictions of Heritage and with the consent of the owner of the property known as The Enclave at Heritage as per the attached letter dated February 3, 2006 from Manlin Homes, the owner of said property, to Carl Phillips, the President of Heritage



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Residents Association.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors of Heritage Residents Association hereby certify that said amendment has the approval of the Board of Directors of Heritage Residents Association and hereby execute and certify this amendment on the day and year first above written.

HERITAGE RESIDENTS ASSOCIATION, A Missouri
Non-Profit Corporation

By

Micah Huff
MICAH HUFF, President

ATTEST:

Mark Gerber
MARK GERBER, Secretary

STATE OF MISSOURI)

) SS.

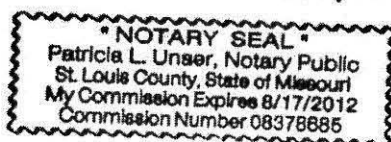
COUNTY OF ST. CHARLES)

On this 1 day of June, 2012 before me appeared Micah Huff to me personally known who, being by me duly sworn, did say that he is the President of Heritage Residents Association, a Missouri Not-For-Profit Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Micah Huff acknowledged 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 the day and year first above written.

Patricia L. Unser
Notary Public

My Commission Expires:



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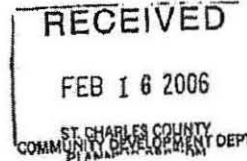
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P.1



February 3, 2006

TO: Mr. Carl Phillips
HERITAGE RESIDENTS ASSOCIATION
FROM: Michael R. Manlin
RE: Builder Agreement



Dear Mr. Phillips,

Per your letter regarding Manlin Homes' purchase of Heritage Commonground attached to the Horstmeier property, we agree to the following terms and conditions:

- The subdivision will be named The Conclave at Heritage. The street will be named Burnside Court. The street sign and post will be furnished by HRA, and the flag stone base will be paid for by Manlin Homes.
- All construction traffic will be limited to the use of Gettysburg, Hudson, and Burnside. All streets on this route will be kept clear of dirt and debris. Erosion control will be installed where necessary.
- No trees will be removed bordering areas of commonground during construction and grading. The detention basin will be sodded. Pine trees will be planted in the green space and around the perimeter of the subdivision, per plan.
- The property will be included in the Heritage Single Homeowners Association (known as HRA) and residents will be assessed annual dues of \$175.00.
- The subdivision will be limited to 27 single-family homes with ranch models measuring a minimum of 2000 square feet of floor space and two-story plans a minimum of 2400 square feet of floor space.
- 40-year architectural roof shingles will be standard.
- Front facades will be comprised of full and partial brick, stone, and traditional Colonial-style vinyl siding per architect's elevation drawings.



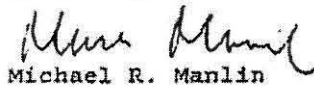
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P. 2

I appreciate your prompt consideration of this builder agreement.

I can be reached on my cell at 314/265-0877 and by fax at 314/991-6882.

Sincerely,


Michael R. Manlin

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

Title of Instrument: Amended By-Laws of Heritage Residents Association

Date of Instrument: March 7, 2013

Grantor: Heritage Residents Association

Grantee: Heritage Residents Association

Grantee's Mailing Address: The Smith Management Group
1630 Des Peres Road, Suite 210
St. Louis, MO 63131

Legal Description: N/A

Books and Pages Affected:

B: 938 P: 1257; B: 1262 P: 1447; B: 1429 P: 601; B: 3835 P: 1704; B: 3937 P: 312; B: 4702 P: 650; B: 4752 P: 794; B: 5706 P: 963.

**AMENDED BYLAWS
OF
HERITAGE RESIDENTS ASSOCIATION**

THESE AMENDED BYLAWS of The Heritage Residents Association are adopted this
7 day of March, 2013, and revoke all prior Amendments to the Bylaws.

ARTICLE I

Offices

The principal office of the corporation shall be located in St. Charles County, Missouri. The registered office of the corporation required by the laws of the State of Missouri to be maintained in the State of Missouri may be but need not be identical with the principal office in the State of Missouri; and the address of the registered office may be changed, from time to time, by the Board of Directors.

ARTICLE II

Members

Section 1 - Number of Members: Voting Rights: The members shall be the record owners of dwelling units of Heritage made subject to Declaration of Trust and Restrictions of Heritage under instrument recorded in deed book 715, page 1296 and amended in Book 3682 Page 2181 of the St. Charles County Records. Each such owner shall be entitled to one (1) such membership (regardless of the number of dwelling units he/she may own), which membership shall be appurtenant to and in conjunction with the ownership of such dwelling units. Any conveyance or change of ownership of a dwelling unit shall carry with it membership in the corporation. No member shall have a right to convey his/her membership in the corporation except as an incident to the conveyance of ownership of a dwelling unit. Each member shall be entitled to one vote in all matters which the



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Board of Directors may in its sole discretion submit to the members for their decision. In the absence of any such submission of a matter to the vote of the membership the members shall have no right to vote.

Section 2 - Annual Meeting: The annual meeting of members shall be held on the third Monday in April of each year, commencing with the year after Heritage Investment Company, or its successors in interest as the developer of Heritage subdivision, has sold all dwelling units (excluding multi-family rental dwelling units) in Heritage subdivision, for the purpose of electing Directors and for the transacting of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 3 - Special Meetings: Subsequent to the first annual meeting of the members, special meetings may be called by the President, by the Board of Directors, or by not less than thirty-four percent (34%) of all the members of the corporation entitled to vote.

Section 4 - Place of Meetings: The Board of Directors may designate the place for the annual meeting of members or for any special meeting of members called by the Board of Directors. The members may designate any place as the place for holding of such meeting if called by the members.

Section 5 - Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer, or persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope, addressed to the member at his/her address as it appears in the records of the corporation, with postage prepaid thereon.

Section 6 - Quorum Vote: At least five percent (5%) of the members entitled to vote represented in person shall constitute a quorum at any meeting of the members provided, that if less than the quorum is represented at such meeting, a majority of the members so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than thirty (30) days from the date originally set for such meeting.

Section 7 - Proxies Prohibited: In accordance with Section 355.291 (RSMo 2004) voting by proxy is prohibited. No member may appoint a proxy to vote or otherwise act for the member in casting any ballot or vote.

ARTICLE III

Board of Directors

Section 1 - General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2 - Number, Election and Term: The number of Directors on the Board shall be eleven (11), consisting of five (5) Directors, each of whom shall be an owner of a Single Family Unit in Heritage (Heritage refers to the original single family home development) other than Heritage Trail (the "Trail"), two (2) Directors, each of whom shall be owners of Single Family Units in the Trail, one (1) Director who shall be an owner of a Patio Home, and two (2) Directors, each of whom shall be an owner of a Heritage Garden Condominium Unit, and one (1) director who shall be an owner of the Heritage Apartments. The owners of units in Heritage and Heritage Trail shall vote at their annual meeting to elect their respective Directors, said vote being by majority of the Members as provided in these By-Laws. Upon the effective date of this Amendment, each Director currently serving on the Board shall continue to serve the term to which he/she was elected. Each Director shall be elected to a term of two (2) years and shall serve until his/her successor is duly elected and

qualified. The terms of Directors within each class shall be staggered. The current Directors shall continue on the same term schedule. The Director from the Heritage Apartments and the additional Heritage Director shall serve a two (2) year term. The owner for the Heritage Apartments may appoint a person to serve on the Board in his place so long as the appointment is in writing. The Directors from the Patio Homes and the Heritage Garden Condominium Units shall be appointed by their respective Boards.

All Directors shall be at least a one (1) year owner and resident of Heritage (except the Director for Heritage Apartment, who need not be a resident) and be current on assessment fees, fines and special assessments.

Section 3 - Meetings: The Board of Directors shall meet at such times and at such places as the President may determine, but not less than two (2) times each year. One of such meetings shall be held within thirty (30) days following the annual meeting of members. Special meetings of the Board of Directors may be called by or at the request of the President or any four Directors. At least five (5) days notice shall be given to each member of the Board prior to any regular or special meeting thereof. Such notice may be delivered personally, mailed or electronically sent to each Director at his residence, which notice shall be deemed delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage prepaid thereon or when electronically delivered. In the event that an action by the Board needs to be taken in a shorter period of time than allotted for a Special Meeting Notice, a majority of the Board may consent that the meeting take place by electronic voting.

Section 4 - Quorum: A majority of the Board of directors shall constitute a quorum for the transaction of business at any meeting of the board of Directors; provided, however, that if less than a majority of Directors are present at any such meeting, those present may adjourn the meeting and



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call a further meeting, notice of which shall be governed as provided in Section 3 of this Article III.

Section 5 - Manner of Acting: The act of the majority of the Directors present at meeting of the Directors at which a quorum is present, shall be the act of the Board of Directors, unless otherwise specifically required.

Section 6 - Vacancies: In the case of the death, resignation or disqualification of any one or more of the Directors elected by the members, a majority of the survivors or remaining Directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the members. The respective Boards of the Patio Homes and Heritage Garden Condominium units shall name any replacement to fill the unexpired term of their prior director(s).

Section 7 - Compensation: Directors, as such, shall not receive any compensation for their services; provided, however, that if a Director in his capacity as such incurs an expense while acting on behalf of and for the benefit of the corporation, he may receive reimbursement for such expense.

Section 8 - Attendance: A board member may miss no more than three meetings during the course of the calendar year. Should a board member miss more than three meetings, the board, by majority vote of the other board members, may remove the offending board member for the balance of their term. The board may replace the dismissed member with the resident that received the next highest number of votes in the previous election. In which case, the appointed member will only serve the balance of the dismissed board member's term. Should the board remove a member appointed by Patio Homes or Condominiums, their respective board shall appoint a person to fill the remainder of the unexpired term.

ARTICLE IV

Officers

Section 1 - Number: The officers of the corporation shall be a President, one or more Vice



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Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers and assistant officers as the Board of Directors may from time to time determine. The President shall be chosen from the members of the Board of Directors. The remaining officers of the corporation need not be chosen from the members of the Board, but they may be so chosen. Any two or more offices may be held by the same person, except the offices of President, Vice President, and Secretary.

Section 2 - Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, resignation, or removal. Any officer elected or appointed by the Board of Directors may be removed by said Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 3 - Vacancy: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4 - President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He/She shall preside at all meetings of the members and of the Board of Directors. He/She may sign, with the Secretary or Treasurer or any other proper officer thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall

perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5 - The Vice Presidents: In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 6 - The Treasurer: The Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 7 - The Secretary: The Secretary shall: (a) keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to

him/her by the President or by the Board of Directors.

Section 8 - Assistant Treasurer and Assistant Secretaries: The Assistant Treasurers shall respectively if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

ARTICLE V

Indemnification of Officers and Directors Against Liabilities and Expenses in Actions

Each director or officer, or former director or officer of this corporation, and his/her legal representative, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him/her or his/her estate in connection with, or arising out of, any action, suit proceeding, or claim in which he/she is made a party by reason of his/her being, or having been a director or officer; provided that the corporation shall not indemnify any director or officer with respect to any matters as to which he/she shall be finally adjudged in any such action, suit or proceeding, to have been liable for willful misconduct in the performance of his/her duties as a director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Board of Directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of willful misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum of the Board cannot be obtained to vote on such matter, then the matter shall be determined by a committee of three (3) persons appointed by the members at a

duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of willful misconduct in relation to any such matters, the Board of Directors or committee appointed by members, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such committee. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

ARTICLE VI

Prohibited Activities

SECTION 1. Commercial vehicles are prohibited from parking on any street in the single-family homes section of the development overnight or for a period in excess of twelve (12) hours.

A. Commercial vehicles are defined as any vehicle that has any of the following:

1. Commercial plates;
2. Signage on the sides, rear or rear window of any vehicle advertising a business. Bumper stickers are acceptable.
3. A cab and chassis truck with any commercial type bed: tow truck, flat bed, powers bed, tilt bed, roll back, etc.
4. A one (1) ton or heavier rated truck with ladder racks or other similar racks mounted to the bed or body.
5. Any vehicle designed to carry eight (8) or more passengers except van pool vans and shuttle buses.

B. All commercial vehicles must be parked either in a garage or on a concrete or blacktop pad behind the rear building line from the street. On a corner lot this would be the



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rear line farthest from either street.

ARTICLE VII

Amendments

A majority of the Board of Directors may alter, amend or repeal these By-Laws and may adopt new By-Laws at any regular or special meeting of the Board of Directors; and may at any annual or special meeting alter or amend the Articles of Incorporation.

Attest:

Mark Gerber
Secretary **MARK GERBER**

Larry Hunter 03/07/13
President **LARRY HUNTER**

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

On this 7th day of MARCH, 2013, before me appeared LARRY HUNTER to me personally known, who, being by me duly sworn, did say that he/she is the President of the Heritage Residents Association, a Missouri not-for-profit corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said LARRY HUNTER acknowledged 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 the day and year first above written.

Elizabeth H. Petersen
Notary Public

My commission expires:

