

BY-LAWS
OF
HICKORY RIDGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION, DEFINITIONS, AND
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Name and Location. The name of the Corporation is HICKORY RIDGE HOMEOWNERS ASSOCIATION, hereinafter referred to sometimes as the "Association". The principal office of the Association shall be located at #1 Willow Grove Ct, St. Peters, Missouri, 63376 but meetings of members and the Board of Directors may be held at such places within the State of Missouri, County of St. Charles, as may be designated by the Board of Directors.

SECTION 2. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Indenture of Restrictions for Hickory Ridge Subdivision (said indenture, as amended, revised, or extended from time to time, is hereinafter sometimes referred to as the "Indenture"), unless the context shall require otherwise.

SECTION 3. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to the Indenture shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of the security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. In the event the Owner of a lot is more than one person or entity, votes shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast for each lot.

SECTION 4. Voting. The Association shall have one (1) class of membership. Members shall be entitled on all issues to one (1) vote for each lot in which they hold the interest required for membership by Section 3 hereof; there shall be only one (1) vote per lot; provided, however, no vote shall be cast or counted for any lot not subject to assessment. When more than one person or entity holds such interest in any lot, the vote for such lot shall be exercised as those persons or entities themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of a lot which is leased may, in the Lease or other written instrument, assign the voting right appurtenant to that lot to the Lessee, provided that a copy of such instrument is furnished to the secretary prior to any meeting.

ARTICLE II

MEETINGS, QUORUM, PROXIES

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either in Hickory Ridge subdivision or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The annual meeting of the members shall be held on the first Monday of June, 1990. Subsequent annual meetings shall be set by the Board to take place during June of each succeeding year. The annual meeting of the members shall be held at a place and time of day as set by the Board of Directors.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the owner of record of each lot a notice of each annual meeting or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where the meeting is to be held; if any owner wishes notice to be given at an address other than his or her lot, he or she shall have designated by notice in writing to the Secretary of such other address. The mailing or delivering of a notice of meeting in a manner provided in this section shall be considered service of notice. Notices shall be served not less than ten (10) nor more thirty (30) days before a meeting.

SECTION 5. Waiver of Notice Waiver of notice of any meeting of the members shall be deemed to be equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is

called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice is not given, is raised before the business is put to a vote.

SECTION 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her lot or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

SECTION 7. Majority of Owners. As used in these By-Laws, the term majority shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

SECTION 8. Quorum. The members present, in person or by proxy, at a duly called or held meeting shall constitute a quorum.

SECTION 9. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

SECTION 10. Action Without a Meeting. Any action which may be taken by the vote of members at a regular or special meeting, except the election of board members, may be taken without a meeting as and to the extent permitted by Missouri law.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

SECTION 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

SECTION 2. Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than seven (7), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of three (3) members.

SECTION 3. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a nominating committee. The nominating committee shall consist of a Chairman, who shall be a member of Board of Directors, and two (2) or more members of the Association. A nominating committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

SECTION 4. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) The first Board of Directors of the Association shall be the duly elected Trustees of Hickory Ridge to serve for the periods remaining in their terms as Trustees.

(b) At the first annual meeting of the membership and at each annual meeting of the membership thereafter, Directors shall be elected. The candidates receiving the highest number of votes shall be elected. If a tie results for the last available director position, a run-off shall be held between those candidates who are tied. Cumulative voting shall not be permitted in any election.

(c) At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

SECTION 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the owners of lots present at such meeting, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the owners of lots shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by majority vote of the Directors at a meeting, a quorum being present.

SECTION 6. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each person so elected shall serve the unexpired portion of the vacated term.

SECTION 7. Voting Procedures for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the members or the proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Indenture. Persons receiving the largest number of votes shall be elected. Voting for Director shall be by secret written ballot.

B. Meetings.

SECTION 1. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place that shall be fixed by the Board.

SECTION 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

SECTION 3 • Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice-President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods:

- (a) By personal delivery;
- (b) Written notice by first class mail, postage prepaid;
- (c) By telephone communication, either directly to the Director or a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director, or
- (d) By telegram, charges prepaid.

All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States Mail Box at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or

telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

SECTION 4. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a.) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 6. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular special meeting of the Association.

SECTION 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

SECTION 8. Open Meetings. All meetings of the Board shall be opened to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 9. Executive Session. The Board may, with approval by a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 10. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all the Directors.

C. Powers and Duties.

SECTION 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Indenture, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to be responsible for the following, by way of explanation, but not limitation:

(a) Preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;

(b) Making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the due date for payment of the annual assessment; (unless otherwise determined by the Board of Directors, the annual assessment for each member's proportionate share of the common expenses shall be due and payable thirty (30) days after notice has been mailed).

(c) Providing for the operation, care, upkeep, and maintenance of all common areas;

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the common areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) Making and amending rules and regulations;

(g) Opening of bank accounts on behalf of the Association and designating the signatories required;

(h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the common areas in accordance with the provisions of the Indenture and these Bylaws after damage or destruction or any casualty;

(i) Enforcing by legal means the provisions of the Indenture, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against any owner concerning the Association;

(j) Obtaining and carrying insurance against casualties and liabilities as provided in the Indenture, and paying the premium cost thereof;

(k) Paying the cost of all services rendered to the Association or its members and not chargeable to owners; and

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours or working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners;

(m) Make available to any prospective purchaser of a lot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any lot current copies of the Indenture, the Articles of Incorporation, the By-laws, rules governing the subdivision, and all other books, records, and financial statements of the Association; and

(n) Permit utility suppliers to use portions of the common areas reasonably necessary to the on-going development or operation of the subdivision;

(o) Authorizing all expenditures on behalf of the Association in accordance with these By-laws, by a majority vote of the Board.

SECTION 2. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all the powers granted to the Board of Directors by these By-laws, other than the powers set forth in

sub-paragraphs (a), (b), (f), (g), and (i) of Section 1 of paragraph C. of this Article.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

SECTION 3. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) Cash accounting shall be employed;

(b) Segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures. Cash disbursements shall be limited to amounts of twenty-five dollars (\$25.00) and under.

(c) Cash accounts of the Association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) Annual financial reports shall be prepared for the Association containing:

(i) An income statement reflecting all income and expense activity for the past year on a cash basis;

(ii) An account activity statement reflecting all receipts and disbursement activity for the past year on a cash basis;

(iii) An account status report reflecting the status of all accounts in an actual versus approved budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(iv) An operating statement for the fiscal year, which shall be distributed within ninety (90) days after the close of the fiscal year; and

(v) A delinquency report listing all owners who are delinquent in paying the annual assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month.

SECTION 2. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the common areas and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Article IV, Section (b), of the Indenture for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

SECTION 3. Rights of the Association. with respect to the common areas or other Association responsibilities and in accordance with the Articles of Incorporation and By-laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreement shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

SECTION 4. Notice Procedures. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of rules unless and until the following procedure is followed:

Written demand to cease and desist from alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction if the violation is not continuing.

SECTION 5. Prohibited Acts The Board of Directors shall not take any of the following actions except with the written consent of a majority of the total votes of the Association nor shall this Section be amended without fifty percent (50%) written consent of the total votes of the Association.

(a) Incurring aggregate expenditures for capital improvements of the common areas in any fiscal year in excess of seven and one-half percent (7-1/2%) of the budgeted gross expenses of the Association for that fiscal year;

(b) Selling, during any fiscal year, property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(c) Paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association;

(d) Fill the vacancy on the Board created by the removal of a Director; or

(e) Enter into a contract with a third person wherein the third person will furnish goods or services for the common areas or the Association for a term longer than one (1) year with the following exceptions:

(i) A management contract;

(ii) A contract with the public utility company, at the rates charged for the materials and services regulated by a public regulating authority; provided, however, the term of the contract shall not exceed the shortest term for which the supplier will contract its regulated rate;

(iii) Prepaid casualty or liability insurance policies of not to exceed three (3) years duration, provided that the policy permits short rate cancellation by the insured.

ARTICLE IV

OFFICERS

SECTION 1. Officers. The Officers of the Association shall be a President, Vice-President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President, Vice-President, Secretary and Treasurer shall be elected from among the members of the Board of Directors.

SECTION 2 Election, Term of Office and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3. Removal. Any Officer may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby.

SECTION 4. President - Powers and Duties. The President shall be the chief executive officer of the Corporation, and shall have general supervision of the business of the Association. He shall preside at all meetings of the members and directors, and discharge the duties of a presiding officer, shall present at each annual meeting of the members a report of the business of the Association for the preceding year, and shall perform whatever other duties the Board of Directors may, from time to time, prescribe.

SECTION 5. Vice-President(s) - Powers and Duties. In the absence of the President, or in the event of his death, 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 designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 6. Secretary - Powers and Duties. The Secretary shall attend all meetings of the members and of the directors and shall keep or cause to be kept a true and accurate record of the proceedings of those meetings. The Secretary shall keep the corporate seal of the Association, and when directed by the Board of Directors, shall affix it to any instrument requiring it. He shall give, or cause to be given, notice of all meetings of the directors or of the members and shall perform whatever additional duties the Board of Directors and the President, may from time to time, prescribe.

SECTION 7. Treasurer - Powers and Duties. The Treasurer shall have the custody of the corporate funds and securities. He shall keep full and accurate accounts of receipts and disbursements in accordance with these By-laws, and shall deposit all corporate monies and other valuable effects in the name and to the credit of the Association in a depository or depositories designated by the Board of Directors. He shall disburse the funds of the Association and shall render to the President of the Board of Directors, whenever they may require it, an account of his transactions as a treasurer, and the financial conditions of the Association.

SECTION 8. Resignation. Any Officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. Agreements, Contracts, Deeds, Leases, Checks.
All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

SECTION 10. Delegation of Duties. Whenever an officer is absent or whenever for any reason the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers, or to any other director or directors.

SECTION 11. Indemnification of Officers & Directors

(a) To the extent permitted by the law of the State of Missouri from time to time in effect the Association shall have power to indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members and except that no indemnification shall be made in request of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(b) If a director, officer, employee or agent of the Association has been successful on the merits or otherwise as a party to any action, suit, or proceedings referred to in Subsections (a) or (b) of this Section, or with respect to any claim, issue or matter therein (to the extent that a portion of his expenses can be reasonably allocated thereto), he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(c) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE V

COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committee shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI

MISCELLANEOUS

SECTION 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Missouri law, the Articles of Incorporation, the Indenture, or these By-laws.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Missouri Law, the Articles of Incorporation, the Indenture, and these By-laws, the provisions of Missouri Law, the Indenture, the Articles of Incorporation, and the By-laws (in that order) shall prevail.

SECTION 4. Books and records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the members, the Board, and Committee shall be made available for inspection and copying by any member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place within Hickory Ridge subdivision as the Board shall prescribe.

(b) Rules for Inspection. reasonable rules with respect to:

The Board shall establish

(i) Notice to be given to the custodian of the records by the member desiring to make the inspection;

(ii) Hours and days of the week when such an inspection may be made; and

(iii) Payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-laws shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the lot of such owner; or

(b) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this section.

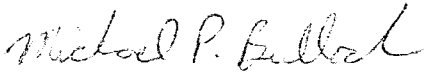
SECTION 6. Amendment. These By-laws may be amended by a majority vote of the members of the Board of Directors.

Now therefore, we, the undersigned, being all of the Directors of Hickory Ridge Homeowners Association, do hereby certify:

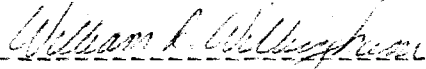
That we are entitled to exercise all the voting power of the Board of Directors of the Corporation; and

That we hereby assent to the within and foregoing By-laws and hereby adopt the same as the By-laws of said Corporation.

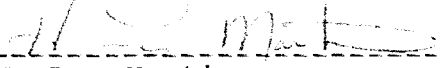
IN WITNESS WHEREOF, we have hereunto subscribed our names this 10th day of May, 1990.



Michael P. Bullock



William R. Willingham



H. Lee Martin

BEING ALL THE DIRECTORS
OF THE CORPORATION

12) To establish such reserves from assessments that the Trustees deem advisable and the power to invest funds coming into their hands as Trustee hereunder.

13) The Trustees in exercising the rights, powers and privileges granted to them hereunder and in discharging the duties imposed upon them by the provisions of this Indenture may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary and employ counsel to prosecute such suits as they deem necessary or advisable including any action for damages resulting from any damage to the common ground or improvements thereon and to defend suits brought against them individually or collectively in their capacity as Trustees.

14) If further in exercising their rights, powers and, privileges granted to them, the Trustees may pursuant to the laws of the State of Missouri create a not-for-profit corporation to hold title to all common ground of the subdivision and improvements thereon, in which event the officers of such corporation shall be made up of the Trustees under this Indenture, and the Trustees may exercise their rights, powers and privileges under this Indenture through such not-for-profit corporation."

3. Article IV, 3) is hereby deleted in its entirety and in lieu thereof the following amended Article IV, 3) is substituted:

"3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation at interest when feasible. The Trustees in their discretion shall have the right to invest any reserves of excess funds in such investments that the Trustees deem advisable. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument, and such funds shall be placed in custody and control of the Treasurer. Treasurer shall be bonded for proper performance of his duties in the amount fixed by the majority of the Trustees."

4. Article V, 3) is hereby amended by the addition of the following paragraph:

"I. Notwithstanding the height restrictions set forth in Paragraph B. above, the Trustees are authorized to approve fences which border on Willott Road to a maximum height of seventy-two (72) Inches from ground to top of any part of the fence."

5. Article V, 6) is hereby deleted in its entirety and in lieu thereof the following amended Article V, 6. is substituted:

"6) NUISANCES: No loud, noxious or offensive activity shall be carried on or upon any lot or any common ground of the subdivision nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in the streets, yards, or driveways of the subdivision."

6. Article V, 7) is hereby deleted in Its entirety and in lieu thereof the following amended Article V, 7. is substituted:

"7) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper mobile home, recreational vehicle, basement, tent, shed, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Any trailer, camper, mobile home, recreational vehicle, tent, shed, barn or other outbuildings shall not be located on the public street and must be located in the back yard area or in an approved shelter such as a garage."

7. Article V is hereby amended by the addition of the following paragraph 15:

"15) SATELLITE DISHES. RADIO AND TV ANTENNAS. No satellite dish and no radio or television antenna shall be erected on any lot or improvement thereon or within the common ground except as the Trustees may approve radio antennas or television antennas which are less than seventy-two (72) inches in height and only upon written approval of the majority of the Trustees after appropriate plans or specifications for such radio antenna or IV antenna has been submitted to the Trustees."

8. Article V is further amended by adding the following paragraph 16:

"16) ACTIONS TO ENFORCE INDENTURE. In any action, suit or proceeding by the Trustees to enforce the covenants, provisions and terms of this Indenture of Trust and Restrictions against any person or persons violating or attempting to violate any of the covenants, provisions and terms thereof, the Trustees shall be entitled to recover from such person or persons all attorney's fees and other costs, if any, incurred by the Trustees in any such action, suit or proceeding together with all court costs and irrespective of who may be the prevailing party and such person or persons shall be personally liable for all such attorney's fees and costs and, in addition the lot or lots encumbered by this Indenture of Trust and Restrictions in which any such person or persons may have a record of beneficial interest shall be subject to a lien securing the payment of any such attorney's-fees and costs and any damages .awarded. Such lien may be enforced in the same manner as provided for enforcement of assessments under the Indenture of Trust and Restrictions, such means of enforcement being in addition to and not in lieu of other remedies by law now or hereinafter made or provided. The covenants, terms and provisions of the aforesaid Indenture of Trust and Restrictions may be enforced by Injunctions or by action at law or as otherwise provided in this Indenture or by any remedy now or hereafter available in the law of the State of State of Missouri."

IN WITNESS WHEREOF, J. L. Mason of Missouri, Inc., a Missouri corporation, has by its duly authorized officer executed this Second Amendment to the Indenture or Restrictions for Hickory Ridge this 19th day of March, 1987.

J.L. MASON OF MISSOURI,
INC.

By: Lawrence J. Maynes,
President

Attest:
Richard Caughlin

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

On this 19th day of March, 1987 before me personally appeared Lawrence J. Maynes, who being by me duly sworn did state that he is President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Lawrence J. Maynes acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first written above.

MARINA A. STRUTTMANN
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
MAY 30, 1987

ISSUED THRU MISSOURI NOTARY ASSOC.

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THIRD AMENDMENT TO THE INDENTURE
OF RESTRICTIONS FOR HICKORY RIDGE

THIS THIRD AMENDMENT TO THE INDENTURE OF RESTRICTIONS FOR HICKORY RIDGE is made and entered into this 31st day of April, 2006.

WHEREAS, the Indenture of Restrictions for Hickory Ridge is dated October 6, 1983 and recorded at Book 968, Page 948 of the St. Charles County Records and was amended by a First Amendment to Indenture of Restrictions for Hickory Ridge dated June 5, 1985 and recorded at Book 1037, Page 978 of the St. Charles County Records, and further amended by a Second Amendment to Indenture of Restrictions for Hickory Ridge dated March 19, 1987 and recorded at Book 1146 Page 1596 of the St. Charles County Records.

WHEREAS, Article VI, paragraph 9 of the Indenture of Restrictions for Hickory Ridge provides that the Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (½) of the recorded owners of the fee simple title of all lots in the subdivision;

WHEREAS, at least one-half (½) of all of the recorded owners of the fee simple title of all lots in the subdivision have signed a written agreement approving the following amendment to the Indenture of Restrictions for Hickory Ridge; and

WHEREAS, the Hickory Ridge Homeowners Association has duly certified and acknowledged said agreement and by virtue of their authority are causing this Amendment to be recorded in the Office of the Recorder of Deeds of St. Charles County, which amends the Indenture of Restrictions for Hickory Ridge as follows:

1. By deleting paragraph 3. B. i. a. of Article V and inserting in its place the following new paragraph 3. B. i. a. of Article V:

“Construction shall be of western cedar material and left natural in color and finish or shall be of vinyl which may be either white, redwood or cedar in color and finish.”

2. By deleting paragraph 3. B. ii. a. of Article V and inserting in its place the following new paragraph 3. B. ii. a. of Article V:

“Construction shall be of western cedar, redwood, vinyl (color must be white, redwood or cedar) material or approved pressure treated lumber such as “Wolmanized” and left natural in color and finish.”

IN WITNESS WHEREOF, this Third Amendment to the Indenture of Restrictions for Hickory Ridge was executed the date and year aforesaid.

HICKORY RIDGE HOMEOWNERS ASSOCIATION

By: Don Newman
Donald Newman, President

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

On this 3rd day of April, 2006, before me Cheri L. Haynes, a Notary Public in and for said State, personally appeared DONALD NEWMAN, the President of Hickory Ridge Homeowners Association known to me to be the person who executed the within Third Amendment to the Indenture of Restrictions for Hickory Ridge in behalf of said Association and acknowledged to me that he executed the same for the purposes therein stated.

Cheri L. Haynes
Notary Public – State of Missouri
County of St. Louis
My Commission Expires Jun. 27, 2008

Cheri L. Haynes
Notary Public

My Commission expires:

June 27, 2008

APPROVED:

Julie Powers
Julie Powers, Planning Director

Dated: 4-11-06

INDENTURE OF RESTRICTIONS FOR
HICKORY RIDGE

THIS INDENTURE made and entered into this 6th day of October, 1983, by and between J.L. MASON OF MISSOURI, INC., a Missouri corporation, with principal office and place of business situated in the County of St. Louis, State of Missouri, Party of the First Part and STEVEN J. MULLERSMAN, LARRY ANDERSEN and RICHARD E. COUGHLIN, all of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as the "Trustees";

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner in fee of a certain tract of land situated in the County of St. Charles State of Missouri, being more particularly described as follows, to-wit:

See Exhibit "A"

WHEREAS, Party of the First Part has caused a portion of the afore described land to be laid out as a subdivision designated as HICKORY RIDGE and a Plat thereof to be prepared by Sterling Engineering and Surveying Company, which Plat has been recorded on July 20, 1983 No. 15028 in the Office of the Recorder of Deeds for the County of St. Charles, State of Missouri; and

WHEREAS, Party of the First Part contemplates 'hat the remainder of the aforescribed property and other adjacent or nearly property shall also be subdivided and that Plats thereof will be prepared and recorded in the St. Charles County Records and be designated as Plats of HICKORY RIDGE; and

WHEREAS, there have been designated, established and recited on the aforementioned recorded Plat certain public streets, common land and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said Subdivision Plat and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the exclusive use and benefit of the owner or owners of the lots shown on said Plat of said above described tract; and

WHEREAS, it is the purpose and intention of this indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions and to apply that plait and restriction not only to all of said land skid every parcel, and all "Common Land" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of or all of said 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, assessment@ and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and/or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, the Party of the First Part has conveyed certain common land and will continue to convey common land in future plats by separate instrument, to the Trustees hereinafter designated and establish the "Common Ground" reserved in the above described tract; and

WHEREAS, the above described instrument conveys the property described therein to the trustees hereafter designated and established for perpetuity and after expiration of said time, fee simple title to the above described property shall vest in all of the then recorded lot owners of all lots in any subdivision of the aforescribed property known as HICKORY RIDGE, as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of lots in said subdivision, and any conveyance of change of ownership of any lot or lots in the subdivision shall carry with it ownership in common property so that none of the owners of lots in the subdivision, including the owners of lots in Plats of said subdivision hereinafter recorded, and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of a regularly platted lot; and any sale of any lot in the subdivision, including any lot in said subdivision the plat of which shall hereafter be recorded, shall carry with it without specifically mentioning it, all the incidents of ownership of Common property; provided, however, that all of the rights, powers and authority conferred upon the Trustees of the Subdivision, including plats thereof which shall hereafter be recorded, shall continue to be possessed by the said Trustees.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements, made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in HICKORY RIDGE, including such additional plats of HICKORY RIDGE SUBDIVISION as shall hereafter be recorded as aforementioned, all as described herein as follows, to-wit:

I

DESIGNATION AND SELECTION OF TRUSTEES

MEETINGS OF LOT OWNERS

The initial Trustees shall be STEVEN J. MULLERSMAN, LARRY ANDERSEN and RICHARD E. COUGHLIN, designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity. There shall be an annual meeting of the record owners of the fee simple title of all lots in the Subdivision called and conducted in the manner hereafter set for the call of meetings of lot owners commencing on the first Monday in June, 1985, and thereafter on the same of each succeeding year until all of the Trustees are Purchasers of lots in the Subdivision. At each such meeting one-third of the Trustees shall be chosen by the Purchasers of developed lots after 50% of the lots have been sold and closed; two-thirds OF the Trustees shall be chosen by the Purchasers of developed lots after 95% of the lots have been sold and closed; and all of the Trustees shall be chosen by the Purchasers of developed lots after all of the lots have been sold and closed. Except for the above provision for selection of lot owners as Trustees, whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall have the power to appoint a successor or successors. Any successor so appointed must, however, be a lot owner in HICKORY RIDGE and if such lot owner sells his lot, then his successor shall be appointed in the same manner by the remaining Trustees or Trustee. If all the Trustees, whether herein named or hereafter appointed, resign, refuse to act, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE shall be called, upon notice signed by at least ten (10) such lot owners, sent by mail to, or personally served upon, all of such lot owners, at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The said

notice shall specify the time and place of meeting and the place of meeting shall be in St. Charles County, Missouri. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting each such lot owner, whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The result of such election shall be certified by the persons elected and chairman and secretary respectively at such meeting and their certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the subdivision may be transacted at any meeting of lot owners called in conformity with the procedure described above. After all lots in the subdivision (including such additional plats thereof as shall hereafter be recorded) are sold and closed and All three Trustees are lot owners, the then Trustees shall be empowered to increase the number of Trustees to any odd number not exceeding seven (7) if they so desire.

A majority of the lot owners shall constitute a quorum at any meeting of the lot owners authorized under the terms of *this* indenture.

II

RESERVATION OF EXPENDITURES

The Party of the First Part reserves the right to receive and retain any money or other consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the Subdivision of the within described tract.

III

TRUSTEES DUTIES AND POWERS

The Party of the First Part hereby invests the Trustees and their successor@ with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1) To exercise such control over the easements, streets and roads, entrances, street lights, gates, street islands, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment of facilities as may be shown on the recorded Plat or Plats of said abovedescribed tract of land, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets and roads, etc., by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lot- shown on said Plat or Plats.

2) To maintain any and all fences that may be dedicated by Party of the First Part to Party of the Second Part.

3) To exercise control over the common land as shown on said recorded plat and on any additional plats of said subdivision which shall hereafter be recorded; to maintain and improve same with shrubbery, vegetation, decorations, buildings,

park areas, playgrounds, ball fields, recreational facilities or any kind of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of the lots in the Subdivision, all in conformity with all applicable law, and to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land; negotiate any required or useful utility easements for sewers or other uses across or through said Common Land; and payment received for such easements shall be refunded to Party of the First Part as reimbursement of the initial cost of obtaining said utilities to the tract and for reimbursement for any sums previously expended or subsequently provided by Party of the First Part for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract; all for the benefit and use of the owners of the lots in this subdivision and according to the discretion of the said Board of Trustees.

4) Publicly to dedicate any private streets constructed or to be constructed on the aforescribed tract or any subdivision thereof, whenever such dedication would be accepted by a proper public agency, in the event the dedication plat does not provide for public -is,! and maintenance.

5) Any other provision of this Indenture to the contrary notwithstanding, to waive or change any established building lines. to relinquish easements and to establish easements over any lot in HICKORY RIDGE which remains unsold at the time of the exercise of this power, provided that said Trustees must first have obtained the approval of the governmental agency or body having jurisdiction over theme matters.

6) To prevent as Trustees of an express trust, any infringement on and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by said Board of Trustees covering the use of the said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed on his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

7) To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, their agents or employees shall not be deemed guilty or liable for any matter or trespass or any other act for any such injury, abatement, removal or planting.

8) To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts, or other structures may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and of the grade proposed therefor.

9) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon

completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Trustees.

IV

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1) a. The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided, not to exceed One Hundred Seventy-Five Dollars (\$175.00) per lot in each year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce the restrictions adequately, to maintain streets, if required, utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, 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 property owners. The above assessment may be increased ten percent (10%) a year, cumulatively, from and after 1984 at the discretion of the Trustees and their successors and without any vote of the lot owners.

b. The Trustees and their successors are authorized, pursuant to the exercise of their powers and duties under Paragraph 111 (3) hereof, to make such assessments as are hereinbelow provided for and upon each and every one of the record owners of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE. If at any time, or from time to time, the Trustees desire to exercise their power and duties pursuant to Paragraph 111 (3) hereof and this Paragraph IV (1) b., then a meeting of the record holders of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE shall be called for that purpose upon written notice signed by all of the Trustees and sent by registered mail or delivered to the residence of each of the record holders of the fee simple title of all lots according to all then recorded Plats of HICKORY RIDGE not more than twenty (20) nor less than ten (10) days prior to the date fixed for said meeting. Said notice shall specify the time and place of meeting and the place of meeting shall be in St. Charles County, Missouri. A two-thirds (2/3) majority vote of the then recorded holders of the fee simple title of all of the lots according to all then recorded Plats of HICKORY RIDGE present, in person or by proxy at said meeting shall have the power to authorize the Trustees to make a uniform assessment or assessments pursuant to this Paragraph IV (1) b. upon and against the several lots and parcels of land in the Subdivision in such amount or amounts determined by a two-thirds (2/3) majority vote of the then record holders of the fee simple title of all of the lots according to all then recorded plats of HICKORY RIDGE present, in person or by proxy at said meeting. The Trustees and their successors are hereby authorized, again pursuant to the exercise of their powers and duties under Paragraph 111 (3)

hereof and this Paragraph IV (1) b. to borrow money on real or personal property or otherwise act to give as security therefor any and all kinds of property, excepting, however, mortgages or deeds of trust affecting the aforementioned common land. It is expressly understood that the limit of One Hundred Seventy-Five Dollars (\$175.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this Paragraph.

c. If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit, in writing to the owners of lots for approval, an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved, at a meeting of the lot owners duly called and held in the manner provided on reference to the election of the Trustees, by a two-thirds (2/3) majority vote of those present in person or by proxy, at a meeting of lot owners called for consideration of such additional assessment, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of One Hundred Seventy-Five Dollars (\$175.00) per lot per year for general purposes shall not apply to any assessments made under the provisions of this paragraph, but no such special assessment shall exceed Five Hundred Dollars (\$500.00) payable at not more than One Hundred Twenty-Five Dollars (\$125.00) during any calendar year.

2) All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

a. Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the Assessment upon the lot itself.

b. Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Charles, State of Missouri, and the Trustees, may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

c. Any and all expenses incurred by the Trustees in collecting any past due assessment, including, but not limited to recording fees and reasonable attorneys fees, shall be the sole responsibility of the owner of the lot affected. These incurred expenses shall also constitute a lien upon the said lot and said lien shall continue in full force and effect until said expenses have been fully paid.

3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when feasible. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be

bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

4) All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this indenture may be executed or exercised by a majority of said Trustees unless otherwise provide' in this Indenture.

5) The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage insurance, as they may deem necessary and proper.

V

RESTRICTIONS

1) This Indenture of Restrictions and the covenants contained herein shall be filed in the Office of the Recorder of Deeds of St. Charles County, Missouri, shall run with the land and shall be binding upon the parties hereto and future Ian,] owners of the property hereinabove described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of tin (10) years, unless a written instrument signed by the then owners of the majority of the lots has been recorded agreeing to change (this Indenture of Restrictions and the Covenant contained herein) in whole or In part.

2) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private attached garage. Minimum finished livable area of dwelling shall be 800 square feet. Minimum cost of house shall not be less than \$50,000.00 based on cost levels prevailing at date these covenants are recorded.

3) ARCHITECTURAL CONTROL:

A. No structure or fence shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure has been approved by the Trustees as to quality and type of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and as to compliance with this Indenture. No fence, hedge or mass planting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without the approval of the Trustees and/or appropriate governmental authorization. No fence may be erected on any part of a lot that borders common ground without the approval of the Trustees.

B. The Trustees' approval of fences is hereby limited to approval of fences which shall meet the following specifications:

(i) Type 1

- a. Construction shall be of western cedar material only and left natural in color and finish;
- b. Height may not exceed fifty-four (54) inches from ground to top of fence;

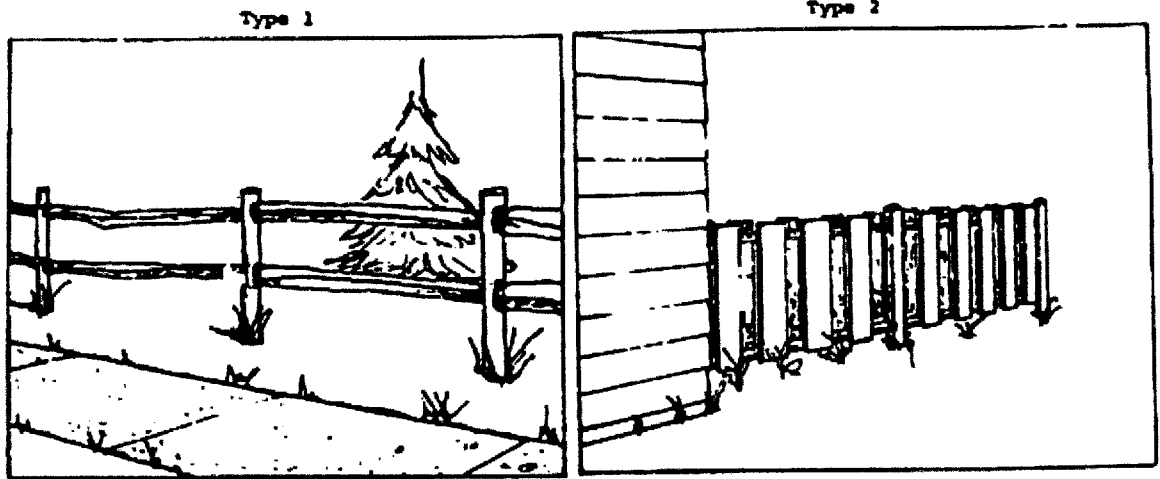
- c. Design shall be of standard posts with two or three rails, more commonly referred to as post and rail construction;
- d. Said posts shall not exceed ten (10) feet zero (0) inches from center of post to center of post.
- e. All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil;

(ii) Type 2

- a. Construction shall be of cedar or redwood material or approved pressure treated lumber such as "Wolmanized" and left natural in color and finish;
- b. Height may not exceed fifty-four (54) inches from ground to top of any part of the fence;
- c. Posts may be either round or square;
- d. Rails shall only be of a size commonly known as 2x4 or 2x6 inches. There may be two or three rails;
- e. Slats or pickets shall be attached to the rails and said slats shall be vertical to the ground. The size of the slats shall be between 1x4 inches to 1x8 inches. Any combination of these size slats may be used. Slats may all be placed on one side of the rails or slats may alternate from one side of the rails to the other side of the rails. Slats may abut or slats may have a space between them. If slats are placed on one side only, they must be placed to the outside of the rails;
- f. The posts shall not exceed ten (10) feet zero (0) inches from center of post to center of post;
- g. All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil;

C. Within one year following the erection of a structure or a fence the Trustees may require the lot owner to landscape along the structure or fence. Landscaping may include materials such as rambling rose, multi-flora rose, evergreen shrubbery, or such other similar materials as may be approved by the Trustees.

D. Below are pictures of examples of the type of fences that are allowed:



E. Chain link type fencing is specifically prohibited as a fence or for use in conjunction with either Type 1 or Type 2 fence.

F. Section B. above only applies to yard fences. Privacy screens near patios or other areas are subject to approval provided for in Section A. above.

G. In order for Trustees approval to be valid it must be in writing and signed by a majority of the Trustees.

H. In the event the Trustees fail to approve or disapprove a structure of fence within thirty (30) days after plans and specifications have been submitted to them, approval shall not be required. However, any fence must still meet the specifications as stated in Section B. above.

4) BUILDING LOCATIONS: No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in streets, yards or driveways of the Subdivision.

7) TEMPORARY STRUCTURES: No structure of a temporary character, trailer camper, mobile home, basement, tent, shed, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any

trailer, camper, mobile home, tent, shed, barn or other outbuilding shall not be located on a public street and must be located in the back yard area or in an approved shelter, such as a garage.

8) SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9) LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, and no lot owner may have more than two dogs or cats.

10) GARBAGE AND REFUSE DISPOSAL: 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 incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than twenty (20) feet to any park area.

11) SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.

12) SLOPE CONTROL AREA: Slope control areas are reserved as shown on the recorded Subdivision Plat. Within these slope control areas no structure, planting or other materials shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

13) SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines;

14) LAND NEAR PARKS AND WATER COURSES: No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course.

VI

GENERAL PROVISIONS

1) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the common land, islands, sidewalks, street lighting and drainage facilities referred to herein shall not cease nor may this Indenture be changed or amended to eliminate the Trusteeship set up in said Indenture or provisions for the succession of Trustees until such time, if ever, as St. Charles County or any other similar Agency which may exist hereafter shall park, street lighting and street maintenance for the area affected.

2) Notwithstanding any other conditions herein the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Charles County, Missouri and the City of St. Peters, or any municipality of which it may hereafter become a part, including but not limited to those affecting maintenance of islands, sidewalks, street lights and drainage facilities.

3) The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities insuring to the benefit and general welfare of the inhabitants of the entire area.

4) Any and all future tracts of land, platted as a part of HICKORY RIDGE in St. Charles County, Missouri. shall be governed by the restrictions contained in this Indenture.

5) ENFORCEMENT: Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor.

6) LIABILITIES OF TRUSTEES: TRUSTEES NOT TO BE COMPENSATED: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for maintenance of storm and sanitary sewers, parkways, street lighting or for any other improvements, in excess of the assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. Neither the Trustees nor Successor Trustee shall be entitled to any compensation for services performed pursuant to this covenant.

7) Any other provision hereof to the contrary notwithstanding the developer and builder of the aforescribed tract of land shall not be liable for any assessment by the Trustees, either regular or special, on any lot or parcel of land either platted or unplatted which it may own. Further the developer and builder may locate upon any lot or parcel of land, either platted or unplatted construction and sales buildings and offices, any structure for the storing of construction equipment and building materials and any other truck equipment or storage trailer which is the property of the developer and builder or of any of its agents.

8) SEVERABILITY: Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

9) AMENDMENT: This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (1/2) of the then recorded owners of the fee simple title of all lots in the Subdivision; any such written and signed alteration, amendment, change or discontinuance shall, when duly certified and acknowledged by the then Trustees and recorded with the Office of the Recorder of Deeds for St. Charles County, Missouri, become a part of the provisions and restrictions of this Indenture, with the written approval of the Planning Director.

10) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of Trust as well as the times fixed for

the appointment or election of Trustees, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose, Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads and easements.

11) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with subdivision and other ordinances, rules and regulations of St. Charles County, the City of St. Peters or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by WAY Of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, grassed and shrubbed areas, median string and other non-public areas such as entrance markers, roadways and easements.

12) No above ground structure other than required street lights may be erected within a cul-de-sac, divided street entry inland or median strip without written approval of the City of St. Peters and St. Charles County Department of Highways and Traffic.

13) Notwithstanding anything contained above Party of the First Part herein reserves the right and shall have the right to amend this Indenture in any manner whatsoever, so long as Party of the First Part retains Legal ownership of one or more lots or of any part of the land herein described provided the amendment first be filed in the Office of the Recorder of Deeds for St. Charles County.

14) Any alteration, amendment, change or discontinuance of this Indenture that is made prior to the completion of development of this subdivision must first have the written approval of the County Planning Director prior to taking effect or being recorded with the Recorder of Deeds.

IN WITNESS WHEREOF, the said Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

INC.

J.L. MASON OF MISSOURI,

Party of the First Part
LARRY ANDERSEN

ATTEST:
MICHAEL H. SUMER

STEVEN J. MULLERSMAN

LARRY ANDERSEN

RICHARD E. COUGHLIN

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

On this 6th day of October 1983, before me personally appeared LARRY ANDERSEN, to me personally known, who being by me duly sworn, did state that he is the President of J.L. MASON OF MISSOURI, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and said LARRY ANDERSEN acknowledged said instrument to be the free act and deed of said corporation.

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

DARLENE D. SHIELDS
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
JUNE 20, 1987
ISSUED THRU MISSOURI NOTARY ASSOC.

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

On this 6th day of October 1993, before me personally appeared STEVEN J. MULLERESMAN, LARRY ANDERSEN and RICHARD E. COUGHLIN, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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 written above.

DARLENE D. SHIELDS
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
JUNE 20, 1987
ISSUED THRU MISSOURI NOTARY ASSOC.

AMENDMENT TO INDENTURE OF RESTRICTIONS

FOR HICKORY RIDGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. L. MASON OF MISSOURI, INC. (hereinafter referred to as Party of the First Part) under authority reserved to it as Party of the First Part under the Indenture of Restrictions for Hickory Ridge, recorded in Book 968, Page 948, of the St. Charles County Records, does hereby amend for purposes of clarification, the Indenture of Restrictions for Hickory Ridge as follows:

1. The term "lot owner" or "owner of lot" shall mean any party or parties holding legal ownership of one or more of the lots within the subdivision after conveyance by the Party of the First Part or any other builder/developer deriving title from the Party of the First Part, so that for purposes of assessment, voting and calling of lot owner meetings the Party of the First Part or any other builder/developer owning property within the subdivision shall not be deemed to be a lot owner. Nothing in this amendment shall affect the right of the Party of the First Part to amend the Indenture under the provisions of Article VI, Paragraph 13 of the Indenture of Restrictions for Hickory Ridge.

2. Anything in the Indenture of Restrictions for Hickory Ridge to the contrary notwithstanding, any of the Trustees initially appointed as Trustees by the Party of the First Part may be removed and a successor Trustee or Trustees appointed by the Party of the First Part until such time as such Trustee or Trustees are required to resign to be replaced by vote of the purchasers of the developed lots in subdivision as provided in Article I of the Indenture of Restriction for Hickory Ridge, so that all Trustees not elected by the purchasers of the developed lots may be removed and successor Trustee or Trustees appointed by the Party of the First Part until such time as all Trustees are to be elected by the purchasers of the developed lots. The Trustees appointed by the Party of the First Part need not be lot owners in the subdivision.

3. The provisions of Article VI, Paragraph 7 of the Indenture shall be applicable to and include any builder/developer who derived title to any of the lots within the subdivision from the Party of the First Part or any other builder/developer.

4. Article IV, Paragraph 2 is hereby amended by the addition of the following subparagraph d.:

"d. In addition to the foregoing remedies, the Trustees shall have the right at their discretion to deny to any lot owners who are delinquent in the payment of any assessments which may be levied, either general or special, the right to use such common facilities (swimming pool, clubhouse, etc.) as the Trustees may from time to time determine."

IN WITNESS WHEREOF, J. L. Mason of Missouri, Inc., a Missouri Corporation, has by its duly authorized officer executed this amendment to the Indenture of Restrictions for Hickory Ridge this 5th day of June, 1985.

Inc.

J. L. Mason of Missouri,

By: Larry Andersen

Attest:
Richard Caughlin

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

On this 5th day of June 1985, before me personally appeared Larry Andersen, who being by me duly sworn did state that he is President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Larry Andersen acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

KELLY R. KIM
NOARY PUBLIC STATE OF
MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES
DATE WAS NOT READABLE
ISSUED THRU MISSOURI NOTARY ASSOC.

SECOND-AMENDMENT TO INDENTURE OF RESTRICTIONS

FOR HICKORY RIDGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J.L. MASON OF MISSOURI INC. (hereinafter sometimes referred to as Party of the First Part) under authority reserved to it as Party of the First Part under the Indenture of Restrictions for Hickory Ridge recorded in Book 968, Page 948 and amended at Book 1037, Page 978 of the St. Charles County records, does hereby amend the Indenture of Restrictions for Hickory Ridge as follows:

1. Article 1, Designation and Selection of Trustees, Meetings of Lot Owners, is hereby amended by deleting the last paragraph of that article and by adding the following paragraphs:

The presence of ten (10) lot owners either in person or by proxy shall constitute a quorum at any meeting of the lot owners authorized under the terms of this Indenture.

At such time as all the developed lots have been sold and closed upon or at such time as the Party of the First Part relinquishes its right to appoint Trustees, whichever date occurs first, the Party of the First Part shall call a special meeting of the lot owners for the purpose of electing new Trustees. Notice shall be sent to or personally served upon all of the lot owners at least ten (10) days prior to the date set for the meeting and shall specify the time and place of the meeting, which shall be in St. Charles County, Missouri. At such meeting, all Trustees then serving shall resign and three, (3) successor Trustees shall be selected as follows: (i) the Lot Owner receiving the most votes as and for Trustee shall be elected to serve a term, extending to the next annual meeting of the Lot Owners plus a period of two years; (ii) the Lot Owner receiving the second highest number of votes shall be elected to serve a term extended to the next annual meeting of the Lot Owners plus a period of one year; and (iii) the Lot Owner receiving the third highest vote total shall be elected for a term extending to the date of the next annual meeting of the Lot Owners. Thereafter at the annual meeting of the Lot Owners a successor Trustee shall be elected for a term of three years to succeed the Trustee whose term has expired. Nothing contained herein shall preclude a Trustee from succeeding himself. In the event the Trustees exercise their power to increase the number of Trustees as provided above, the terms of such Trustees shall be established for a period not to exceed three years and shall be staggered so as that no more than two Trustees are elected at any annual meeting if the Board is expanded to five (5) members and two (2) Trustees are elected the first two years and three (3) Trustees are elected every third year if the Board is expanded to seven (7) members.

2. Article III is hereby amended by deleting the last paragraph thereof and by adding the following paragraphs:

"10) To establish reasonable rules and regulations governing use of all common facilities including the power to require a reasonable deposit in connection with the use of the clubhouse, swimming pool and tennis court.

11) To enforce all rules and regulations established by the Trustees and to bring any action to enforce the provisions of this Indenture.

AMENDMENT TO INDENTURE OF RESTRICTIONS

FOR HICKORY RIDGE

F 1037 378

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. L. MASON OF MISSOURI, INC. (hereinafter referred to as Party of the First Part) under authority reserved to it as Party of the First Part under the Indenture of Restrictions for Hickory Ridge, recorded in Book 968, Page 948, of the St. Charles County Records, does hereby amend, for purposes of clarification, the Indenture of Restrictions for Hickory Ridge as follows:

1. The term "lot owner" or "owner of lot" shall mean any party or parties holding legal ownership of one or more of the lots within the subdivision after conveyance by the Party of the First Part or any other builder/developer deriving title from the Party of the First Part, so that for purposes of assessment, voting and calling of lot owner meetings the Party of the First Part or any other builder/developer owning property within the subdivision shall not be deemed to be a lot owner. Nothing in this amendment shall affect the right of the Party of the First Part to amend the Indenture under the provisions of Article VI, Paragraph 13 of the Indenture of Restrictions for Hickory Ridge.

2. Anything in the Indenture of Restrictions for Hickory Ridge to the contrary notwithstanding, any of the Trustees initially appointed as Trustees by the Party of the First Part may be removed and a successor Trustee or Trustees appointed by the Party of the First Part until such time as such Trustee or Trustees are required to resign to be replaced by vote of the purchasers of the developed lots in the subdivision as provided in Article I of the Indenture of Restriction for Hickory Ridge, so that all Trustees not elected by the purchasers of the developed lots may be removed and successor Trustee or Trustees appointed by the Party of the First Part until such time as all Trustees are to be elected by the purchasers of the developed lots. The Trustees appointed by the Party of the First Part need not be lot owners in the subdivision.

3. The provisions of Article VI, Paragraph 7 of the Indenture shall be applicable to and include any builder/developer who derived title to any of the lots within the subdivision from the Party of the First Part or any other builder/developer.

4. Article IV, Paragraph 2 is hereby amended by the addition of the following subparagraph d.:

"d. In addition to the foregoing remedies, the Trustees shall have the right at their discretion to deny to any lot owners who are delinquent in the payment of any assessments which may be levied, either general or special, the right to use such common facilities (swimming pool, clubhouse, etc.) as the Trustees may from time to time determine."

IN WITNESS WHEREOF, J. L. Mason of Missouri, Inc., a Missouri Corporation, has by its duly authorized officer executed this amendment to the Indenture of Restrictions for Hickory Ridge this 3rd day of June, 1985.

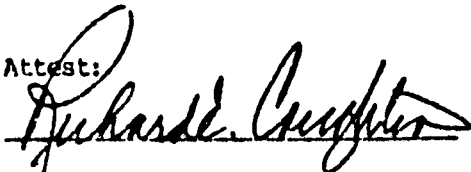
J. L. MASON OF MISSOURI, INC.

By:


Larry Andersen



Attest:



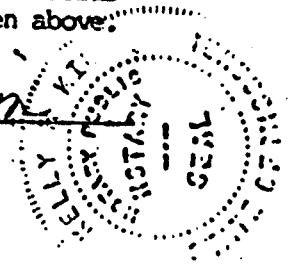
State of Missouri)
) ss.
County of St. Louis)

10.37 979

On this 5th day of June, 1985 before me personally appeared Larry Andersen, who being by me duly sworn did state that he is President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Larry Andersen acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first written above:

Kelly R. Kim
Notary Public



My commission expires:

KELLY R. KIM
NOTARY PUBLIC, STATE OF MISSOURI
COMMISSION EXPIRES 11-15-87
ISSUED BY JUDICIAL COUNCIL OF MISSOURI

14483

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1985 JUN 11 PM 3:58

John A. [Signature]
RECORDING CLERK

END OF DOCUMENT

**The J.L. Mason
Group, Inc.**
Corporate Office

1215 Fern Ridge Parkway
Suite 200
St. Louis, Mo. 63141
314-434-4107



RICHARD F. COUGHLIN
Corporate Counsel

SECOND AMENDMENT TO INDENTURE OF RESTRICTIONS
FOR HICKORY RIDGE

11-46 1596

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. L. MASON OF MISSOURI, INC. (hereinafter sometimes referred to as Party of the First Part) under authority reserved to it as Party of the First Part under the Indenture of Restrictions for Hickory Ridge, recorded in Book 968, Page 942 and amended at Book 1037, Page 978 of the St. Charles County records, does hereby amend the Indenture of Restrictions for Hickory Ridge as follows:

1. Article I, Designation and Selection of Trustees, Meetings of Lot Owners, is hereby amended by deleting the last paragraph of that article and by adding the following paragraphs:

The presence of ten (10) lot owners either in person or by proxy shall constitute a quorum at any meeting of the lot owners authorized under the terms of this Indenture.

At such time as all the developed lots have been sold and closed upon or at such time as the Party of the First Part relinquishes its right to appoint Trustees, whichever date occurs first, the Party of the First Part shall call a special meeting of the lot owners for the purpose of electing new Trustees. Notice shall be sent to or personally served upon all of the lot owners at least ten (10) days prior to the date set for the meeting and shall specify the time and place of the meeting, which shall be in St. Charles County, Missouri. At such meeting, all Trustees then serving shall resign and three (3) successor Trustees shall be selected as follows: (i) the Lot Owner receiving the most votes as and for Trustee shall be elected to serve a term extending to the next annual meeting of the Lot Owners plus a period of two years; (ii) the Lot Owner receiving the second highest number of votes shall be elected to serve a term extending to the next annual meeting of the Lot Owners plus a period of one year; and (iii) the Lot Owner receiving the third highest vote total shall be elected for a term extending to the date of the next annual meeting of the Lot Owners. Thereafter at the annual meeting of the Lot Owners a successor Trustee shall be elected for a term of three years to succeed the Trustee whose term has expired. Nothing contained herein shall preclude a Trustee from succeeding himself. In the event the Trustees exercise their power to increase the number of Trustees as provided above, the terms of such Trustees shall be established for a period not to exceed three years and shall be staggered so as that no more than two Trustees are elected at any annual meeting if the Board is expanded to five (5) members and two (2) Trustees are elected the first two years and three (3) Trustees are elected every third year if the Board is expanded to seven (7) members.

2. Article III is hereby amended by deleting the last paragraph thereof and by adding the following paragraphs:

"10) To establish reasonable rules and regulations governing use of all common facilities including the power to require a reasonable deposit in connection with the use of the clubhouse, swimming pool and tennis court.

11) To enforce all rules and regulations established by the Trustees and to bring any action to enforce the provisions of this Indenture.

12) To establish such reserves from assessments that the Trustees deem advisable and the power to invest funds coming into their hands as Trustees hereunder.

13) The Trustees in exercising the rights, powers and privileges granted to them hereunder and in discharging the duties imposed upon them by the provisions of this Indenture may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary and employ counsel to prosecute such suits as they deem necessary or advisable including any action for damages resulting from any damage to the common ground or improvements thereon and to defend suits brought against them individually or collectively in their capacity as Trustees.

14) If further in exercising their rights, powers and privileges granted to them, the Trustees may pursuant to the laws of the State of Missouri create a not-for-profit corporation to hold title to all common ground of the subdivision and improvements thereon, in which event the officers of such corporation shall be made up of the Trustees under this Indenture, and the Trustees may exercise their rights, powers and privileges under this Indenture through such not-for-profit corporation."

3. Article IV, 3) is hereby deleted in its entirety and in lieu thereof the following amended Article IV, 3) is substituted:

"3) The Trustees shall deposit the funds coming into their hands as Trustees in a State or National Bank, protected by the Federal Deposit Insurance Corporation at interest when feasible. The Trustees in their discretion shall have the right to invest any reserves or excess funds in such investments that the Trustees deem advisable. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument, and such funds shall be placed in custody and control of the Treasurer. Treasurer shall be bonded for proper performance of his duties in the amount fixed by the majority of the Trustees."

4. Article V, 3) is hereby amended by the addition of the following paragraph:

"I. Notwithstanding the height restrictions set forth in paragraph B. above, the Trustees are authorized to approve fences which border on Willott Road to a maximum height of seventy-two (72) inches from ground to top of any part of the fence."

5. Article V, 6) is hereby deleted in its entirety and in lieu thereof the following amended Article V, 6. is substituted:

"6) NUISANCES: No loud, noxious or offensive activity shall be carried on or upon any lot or any common ground of the subdivision nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks or commercial vehicles be regularly parked in the streets, yards, or driveways of the subdivision."

6. Article V, 7) is hereby deleted in its entirety and in lieu thereof the following amended Article V, 7. is substituted:

"7) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper mobile home, recreational vehicle, basement, tent, shed, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Any trailer, camper, mobile home, recreational vehicle, tent, shed, barn or other outbuildings shall not be located on the public street and must be located in the back yard area or in an approved shelter such as a garage."

7. Article V is hereby amended by the addition of the following paragraph 15:

"15) SATELLITE DISHES, RADIO AND TV ANTENNAS. No satellite dish and no radio or television antenna shall be erected on any lot or improvement thereon or within the common ground except as the Trustees may approve radio antennas or television antennas which are less than seventy-two (72) inches in height and only upon written approval of the majority of the Trustees after appropriate plans or specifications for such radio antenna or TV antenna has been submitted to the Trustees."

8. Article V is further amended by adding the following paragraph 16:

"16) ACTIONS TO ENFORCE INDENTURE. In any action, suit or proceeding by the Trustees to enforce the covenants, provisions and terms of this Indenture of Trust and Restrictions against any person or persons violating or attempting to violate any of the covenants, provisions and terms thereof, the Trustees shall be entitled to recover from such person or persons all attorney's fees and other costs, if any, incurred by the Trustees in any such action, suit or proceeding together with all court costs and irrespective of who may be the prevailing party and such person or persons shall be personally liable for all such attorney's fees and costs and, in addition the lot or lots encumbered by this Indenture of Trust and Restrictions in which any such person or persons may have a record of beneficial interest shall be subject to a lien securing the payment of any such attorney's fees and costs and any damages awarded. Such lien may be enforced in the same manner as provided for enforcement of assessments under the Indenture of Trust and Restrictions, such means of enforcement being in addition to and not in lieu of other remedies by law now or hereinafter made or provided. The covenants, terms and provisions of the aforesaid Indenture of Trust and Restrictions may be enforced by injunctions or by action at law or as otherwise provided in this Indenture or by any remedy now or hereafter available in the law of the State of Missouri."

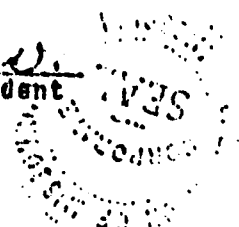
IN WITNESS WHEREOF, J. L. Mason of Missouri, Inc., a Missouri corporation, has by its duly authorized officer executed this Second Amendment to the Indenture of Restrictions for Hickory Ridge this 19th day of March, 1987.

J. L. MASON OF MISSOURI, INC.

By: Lawrence J. Haynes
Lawrence J. Haynes, President

ATTEST:

Richard E. Coughlin



STATE OF MISSOURI
COUNTY OF ST. LOUIS }

ss.

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On this 19th day of March, 1987 before me personally appeared Lawrence J. Haynes, who being by me duly sworn did state that he is President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Lawrence J. Haynes acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed by official seal in the county and state aforesaid, the day and year first written above.

Marina A. Struthmann
Notary Public

MARINA A. STRUTHMANN
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES MAY 30, 1987
ISSUED THRU MISSOURI NOTARY ASSOC.

11555

1987 APR 13 11:11:00

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**THIRD AMENDMENT TO THE INDENTURE
OF RESTRICTIONS FOR HICKORY RIDGE**

THIS THIRD AMENDMENT TO THE INDENTURE OF RESTRICTIONS FOR HICKORY RIDGE is made and entered into this _____ day of March, 2006.

WHEREAS, the Indenture of Restrictions for Hickory Ridge is dated October 6, 1983 and recorded at Book 968, Page 948 of the St. Charles County Records and was amended by a First Amendment to Indenture of Restrictions for Hickory Ridge dated June 5, 1985 and recorded at Book 1037, Page 978 of the St. Charles County Records, and further amended by a Second Amendment to Indenture of Restrictions for Hickory Ridge dated March 19, 1987 and recorded at Book 1146 Page 1596 of the St. Charles County Records.

WHEREAS, Article VI, paragraph 9 of the Indenture of Restrictions for Hickory Ridge provides that the Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (½) of the recorded owners of the fee simple title of all lots in the subdivision;

WHEREAS, at least one-half (½) of all of the recorded owners of the fee simple title of all lots in the subdivision have signed a written agreement approving the following amendment to the Indenture of Restrictions for Hickory Ridge; and

WHEREAS, the Hickory Ridge Homeowners Association has duly certified and acknowledged said agreement and by virtue of their authority are causing this Amendment to be recorded in the Office of the Recorder of Deeds of St. Charles County, which amends the Indenture of Restrictions for Hickory Ridge as follows:

1. By deleting paragraph 3. B. i. a. of Article V and inserting in its place the following new paragraph 3. B. i. a. of Article V:

“Construction shall be of western cedar material and left natural in color and finish or shall be of vinyl which may be either white, redwood or cedar in color and finish.”

2. By deleting paragraph 3. B. ii. a. of Article V and inserting in its place the following new paragraph 3. B. ii. a. of Article V:

“Construction shall be of western cedar, redwood, vinyl (color must be white, redwood or cedar) material or approved pressure treated lumber such as “Wolmanized” and left natural in color and finish.”