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

23-1491

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WATERFORD VILLAS (BOSCHERT TRACT)
CITY OF LAKE ST. LOUIS, ST. CHARLES COUNTY, MISSOURI**

THIS DECLARATION is an Amendment to the Covenants and Restrictions for Waterford Villas and is made and entered into on this 7th day of December, 2005, by and between the Owners of more than two-thirds (2/3) of the Living Units in Waterford Villas, and WATERFORD VILLAS HOMEOWNERS ASSOCIATION, a Missouri Not-For-Profit Corporation (hereinafter referred to as the "Association" or "Homeowners Association").

WITNESSETH THAT:

WHEREAS, the original Declaration of Covenants and Restrictions for Waterford Villas was filed at Book 2174 Page 23 through Page 46 of the records of the Recorder of Deeds of St. Charles County on or about December 14, 1998; and

WHEREAS, all the Parties hereto do agree to cause the Property to be bound by these amended Declaration of Covenants and Restrictions; and

WHEREAS, the concept of Trustees having the duties and responsibilities of owning the common ground and taking jurisdiction over the subdivision and the various structures therein as contained in the original Declarations, will now be changed to have the Waterford Villas Homeowners Association, a Missouri Not-For-Profit Corporation, take over all the roles and duties of the Trustees as set forth in the original Declaration, pursuant to the power granted in Article XIV, paragraph 4; and

WHEREAS, the Parties hereto do hereby desire to amend the Declarations in other respects; and

WHEREAS, the real estate to be encumbered by these Amended Declarations is described in the attached Exhibit A;

1. It is agreed that Article I, paragraph 2 shall be deleted and restated as follows:

In each and every reference in the original Declaration of Covenants and Restrictions, where the Trustees had jurisdiction, power, rights or responsibilities the term "Trustee(s)" shall now be deemed to refer to the Waterford Villas Homeowners Association, a Missouri Not-For-Profit Corporation. From this time forward, all "Common Ground", "Common Land", or "Common Property", (or the plural of any thereof), shall mean and refer to all real property and the improvements thereon owned by Waterford Villas Homeowners Association and shall mean and refer to all easements, licenses, and other rights which are now held by the Waterford Villas Homeowners Association for the common use and enjoyment of all Owners, including, without limitation, parks, open spaces, cul-de-sac islands, recreational facilities, lakes, streets, paths, trails, walkways, storm water (including retention basins) and sanitary sewers and drainage facilities, retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities as may be shown on the record plat(s) of the Subdivision. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.

2. It is agreed that Article I, paragraph 9 shall be deleted and restated as follows:

The "Association" shall mean and refer to that entity designated in this Amended Declaration and its successors and assigns as appointed or elected in accordance with the provisions of Article IV hereof.

3. Article IV shall be deleted in its entirety and restated as follows:

ARTICLE IV

DESIGNATION AND SELECTION OF THE DIRECTORS OF THE ASSOCIATION AND MEETINGS OF THE OWNERS

1. When these Amended Declarations are recorded with the St. Charles County Recorder of Deeds, the Association shall replace the Trustees as the responsible entity as set forth in paragraphs 1 and 2 above. The initial Board of Directors of the Association have been duly elected and consist of Donald Hammond, Jack Lawrence, Ronald Bricker, Norma Cooper, William McClaskey, and Linda Larson.

2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Living Unit or Lot.

3. The Association shall have one class of voting Membership which shall be called Class A Members. Class A Members shall be all Living Unit Owners or Lot Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

4. The affairs of the Association shall be conducted pursuant to Bylaws. A true and accurate copy of the Bylaws are attached hereto as Exhibit B to these Amended Declarations. The term of the Board of Directors of the Association and the manner of their election are hereby set forth in the attached Bylaws.

4. ARTICLE V shall be deleted in total and restated in total as follows:

ARTICLE V
ASSOCIATION DUTIES AND POWERS

The Association shall have the rights, powers, duties and authorities described throughout this Amended Declaration and the following rights, powers, duties and authorities:

1. Acquisition, Disposition, Etc. of Common Property. To acquire, trade, receive, hold, sell, convey, dispose of and administer the Common Property and in accordance with and pursuant to the provisions of this Amended Declaration, and to otherwise deal with the Common Property as hereinafter set forth.

2. Control of Common Property. To exercise such control over the easements, streets and roads, sidewalks (except for those easements, streets and roads and sidewalks, if any, which are now or may hereafter be dedicated to public bodies or agencies), entrances and entrance markers, retaining walls, lights, gates, park areas, lakes, cul-de-sac islands, medians, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities constituting Common Property as may be shown on the record plat(s) of the Subdivision, 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 others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Living Units, and the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the

Subdivision. The Association through the Board of Directors may borrow funds on behalf of the Association and pledge the assets or future assessments of the Association as collateral.

3. Maintenance of Common Property. To exercise control over the Common Property and easements for the exclusive use and benefit of residents of the Subdivision, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain (which shall include snow removal from all streets and common walkways) and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and residents in the Subdivision, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Property, all for the benefit and use of the Owners and residents in the Subdivision and according to the discretion of the Association.

4. Maintenance of Lots and Exterior of Living Units. To maintain the Lots and to maintain, repair, replace and improve the exterior surfaces of all Living Units in the Subdivision. The maintenance, repair, replacement and improvement authorized herein shall include the maintenance and preservation of the Lots and the landscaping and gardening thereon and the painting, repairing and replacing the exterior surfaces of the Living Units, but shall not relieve any Owner from his personal responsibility to maintain and preserve the interior surfaces of his Living Unit. No Owner shall make any improvements to or otherwise alter the Lots or the portions of the Living Units which are to be maintained by the Association; provided, however, notwithstanding the foregoing, in the event that an Owner shall, with the permission of the Architectural Control Committee and in accordance with the provisions of this Declaration, enclose, decorate or landscape any balcony, patio, terrace or other portion of his Lot, such Owner shall be and remain responsible for the repair and maintenance of the interior surfaces of such enclosure as well as for the repair, maintenance and preservation of the enclosed areas, and the Association shall be responsible for the maintenance of the exterior surfaces but shall have the right to impose a special charge therefor which shall be added to and become a part of the assessment levied upon the Lot.

In performing the foregoing, the Association may, in its sole discretion, perform any or all of the following:

a. Provide exterior maintenance and repair for each Living Unit as follows: periodic painting of exterior building surfaces; repair, maintenance and, if necessary, replacement of roofs, gutters, downspouts and all exterior building surfaces (excluding glass surfaces) for normal usage and wear and tear (excluding, for example, damage due to vandalism, fire or other casualty), in accordance with rules established from time to time by the Association.

In the event an Owner should request an exterior change, addition or landscaping that the Association would determine is likely to create the risk of increased maintenance from the norm experienced in the remaining Units or Lots, the Association has the power to approve the change, addition or landscaping with the provision that the requesting Owner and any subsequent Owner be responsible for the maintenance of the new or impacted structure or landscaping. The Owner would then be required to maintain the structure or landscaping in the same manner as the other living Units, Lots and common ground. Such a restriction may be placed on the public record by the Association.

b. Maintain (which may include providing snow removal), repair and replace all walkways and driveways located on the Lots.

c. Furnish grass cutting and ground, tree and shrub maintenance (including replacement when necessary) for unenclosed portions of the Lots. Should any Owner, after receiving proper authorization, enclose any portion of his Lot by a fence, wall or other obstruction, the Association may, in its sole discretion, provide grass cutting and ground, tree and shrub maintenance services for the enclosed portion of the Lot, and impose a special charge therefor based upon the additional cost of rendering such services. Any such charge will be added to and become a part of the assessment levied upon such Lot.

d. Designate an exclusive refuse hauler for the Subdivision, and provide trash and refuse collection to and for the Living Units.

e. Include in the annual assessments levied under Section XII of this Declaration a sum to be held in a repair and replacement or other such reserve account for payment of the cost of any major maintenance and repairs (such as regular exterior painting) required in the Subdivision so that such maintenance and repairs can be undertaken without special assessment; provided, however, in the event that the need for any maintenance or repair is caused by the willful or negligent act of any Owner or his family, guests or invitees, the cost thereof shall be added to and become a part of the assessment upon such Owner's Lot.

5. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Subdivision whenever such dedication would be accepted by a public agency.

6. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Property. The Association may grant public or quasi-public utilities and authorities, and their respective successors and assigns, the perpetual right and easement to enter the Common Property at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, power and cable television pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees.

7. Enforcement. To prevent, any infringement and to compel the performance of any restriction set out in this Declaration, established by law, or contained in any rules or regulations issued by said Association governing the use of the Common Property or matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, and the power and authority herein granted to the Association is intended to be discretionary and not mandatory.

8. Vacant and Neglected Lots. 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 parcels of land in the Subdivision, and to charge the Owners thereof with the reasonable expenses so incurred. The Association, its agents or employees, shall not be deemed guilty or liable for any manners of trespass or otherwise for any such act, injury, abatement, removal or planting.

9. Plans and Specifications. As more specifically provided in Article VI hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures or additions or exterior renovations thereto, fences, satellite dishes, swimming pools, hot tubs, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot. In acting hereunder, the Association shall consider and apply the limitations and parameters established in this Declaration and shall otherwise use its discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.

10. Deposits. To require a reasonable deposit in connection with the proposed erection of any building, structure, fence, swimming pool, tennis courts, or other improvement on or to any of the Lots or Living Units in order to assure that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

11. Insurance. To purchase and maintain in force such insurance as it may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Association and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Property and facilities and worker's compensation insurance.

12. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors thereof, or the prior Trustees.

13. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Property for a public purpose, the Association is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made parties, and any proceeds received shall be held by the Trustees for the benefit of those entitled to the use of said Common Property.

14. Variances. To grant variances from the provisions of this Declaration where, in the sole discretion of the Association due cause therefor is demonstrated by an Owner.

5. Article X, paragraph one should remain as previously stated with the addition of the following sentence:

Any deductible amount to be paid on any claim shall be paid by the Owner and not the Association.

6. Article XII, Section 4, shall be deleted in total.

7. Articles VI, VII, VIII, IX, X, XI, XII, XIII, and XIV, are hereby amended so that any reference to "Trustee" or "Trustees" shall hereinafter mean the "Association".



8. Article XIII, Section 9 shall be amended to delete the phrase "except when enclosed in an in-ground electric fence, approved by the Architectural Control Committee as provided in Section 20 of this Article XIII". From this point forward, no in-ground electric fences will be allowed in the Subdivision.

9. Article XIII, Section 20 shall be amended by deleting from said Section the following sentence. "Further, with the consent of and, if required, grant of an easement by the Trustees under Article V, Section 6 of this Declaration, electronic fences may be installed on the Lots and Common Ground."

10. Article XIII, Section 14, shall be supplemented with the following sentence:
An Owner may place temporary signs erected or displayed
in the front yard of the Unit in connection with the marketing
and sale of the Unit.

11. Except as amended herein, the original Declaration of Covenants and Restrictions shall remain as previously stated.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended Declaration on this 14th day of August, 2005.

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WATERFORD VILLAS HOMEOWNERS ASSOCIATION BY ITS DIRECTORS

Donald R. Hammond
Director

Jack Lawrence
Director

William R. McClaskey
Director

Ronald J. Bricker
Director

Norma J. Cooper
Director

Linda L. Larson
Director

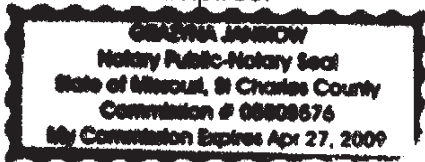
STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 7 day of December, 2005, before me appeared Donald R. Hammond, William R. McClaskey, Norma J. Cooper, Jack Lawrence, Ronald J. Bricker, and Linda L. Larson, to me personally known, who, being by me duly sworn, did say that they are the Directors of the Waterford Villas Homeowners Association, a Missouri Not-For-Profit Corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of its Board of Directors; and said directors acknowledged said instrument to be the free act and deed of said Corporation.

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

Christina Jarrow
Notary Public

My Commission Expires:





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

On this 5 day of August, 2005, before me personally appeared
CRAIG R. OFFUTT & CLELIA J. OFFUTT

[Multiple horizontal lines for signature and witness area]

to be 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 above written.

Steven L. Rasmussen
Notary Public

My Commission Expires:
3/24/09

Steven L. Rasmussen
Notary Public - Notary Seal
STATE OF MISSOURI
Camden County
Commission # 05686743
My Commission Expires: March 24, 2009

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

On this 13th day of August, 2005, before me personally appeared

LARRY TRAUTMAN

SHIRLEY TRAUTMAN

[Large area of the document is crossed out with a diagonal line.]

RECORD AS IS

to be 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 above written.

Sharon Bevolo
Notary Public

My Commission Expires: 4/18/2008

SHARON BEVOLO
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Apr. 18, 2008



Signature(s) *Larry G. Kauton*
Print Name(s): *LARRY G. KAUTON*
Print Address: *809 Waterford Villas Dr*

Signature(s) *Shirley J. Trautman*
Print Name(s): *SHIRLEY J. TRAUTMAN*
Print Address: *809 Waterford Villas Dr*

Signature(s)
Print Name(s):
Print Address:

Signature(s)
Print Name(s):
Print Address:

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Print Name(s):
Print Address:

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

On this 14th day of August, 2005, before me personally appeared

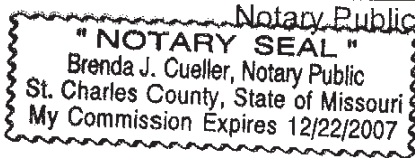
~~Brenda J. Cueller, Notary Public~~, Brian F. Melching,
Angele Lawrance Melching, Judith C. Aitken, Graden W.
Aitken, Joseph W. Reilly, Barbara R. Borke, Eric S.
Borke, Kenneth W. Watter, Lisa M. Watter, Joseph L.
Jost Co-Trustee, Joan K. Jost Co-Trustee, Cindy Chu,
Marcia A. Moor, Clinton A. Moor, Bonnie L. Hoffman,
Gerald L. Hoffman, Walter M. Palmer, Patricia A.
Palmer, Charles F. Townsend, William L. Driggers, Sr.,
Annette G. Driggers, Ruby D. Hester, Kenneth C.
Bemelius, Ronald M. Nixon, Janet S. Nixon, Jo Ann R.
Paluczak, Wayne J. Paluczak, Donna J. Hossey, Trustee,
William J. Hossey, Trustee, Carolyn R. Gore, Ronald A.
Gore, Eleanor C. Zinselmeier, Trustees, Robert G.
Zinselmeier, Trustee, David J. Hickey, Patrick J.
Maker, Joyce L. Maker, ~~and~~ Dolores A. Hecht and Manley
C. Hecht

to be 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 above written.

Brenda J. Cueller

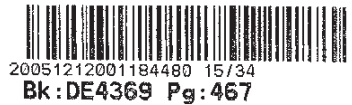
Notary Public



My Commission Expires:

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

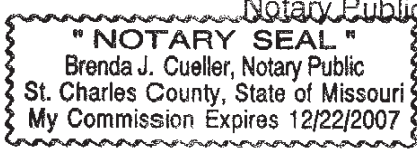


On this 14 day of August, 2005, before me personally appeared
Patricia A. Mellon-Bartlett, Catherine E. Siener, Linda
L. Larson, Grazyna Janikow, Catalyn G Gevers, Alan W
Gevers, Margaret M. Moore Living Trust, Dennis T.
Mc Gillicuddy, Sandra K. McGillicuddy, Robert L. Senical,
Betty D. Ruff, Maxine A. Salzano, James B Salzano,
Ruth A. Dooling-Geiss, Thomas N. Geiss, Wanda J.
Van Ness, Robert A. Fenton, Jerri S. Fenton,
Cynthia A. Bates, Arthur L. Schmidt, William R.
McClaskey, Kenneth W. Rolls, Betty L. Warren,
David C. Whiten, Don Shaw, Joan M. Mangin, G. F.
Mangin, Marilyn Smith, L. Ben Cooper, Norma J.
Cooper, Ronald Jay Bricker, Mary Ann Bricker,
Jackie L. Lawrence, Shelby J. Lawrence,
Glea H. Thornell, Evelyn S. Thornell, Bette B. Hammond
Trustee Bette B. Hammond Revocable Trust; Donald R. Hammond
Trustee Donald R. Hammond Revocable Trust
to be 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 above written.

Brenda J. Cueller
Notary Public

My Commission Expires:



Waterford Villas Owners

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Bette B. Hammond TRUSTEE Bette B. Hammond Revocable Trust

Signature(s) Donald R. Hammond
Print Name(s) DONALD R. HAMMOND, Bette B. Hammond
Print Address: 817 WATERFORD VILLAS DR, LAKE SAINT LOUIS, MO

Brian F. Melching

Signature(s) Brian F. Melching
Print Name(s) BRIAN F. MELCHING
Print Address: 912 WATERFORD VILLAS CT. LAKE SAINT LOUIS, MO.

Angela Lawrence Melching

Signature(s) Angela Lawrence Melching
Print Name(s) ANGELA Lawrence Melching
Print Address: 912 WATERFORD VILLAS CT. LAKE SAINT LOUIS MO.

Judith C. Aitken

Signature(s) Judith C. Aitken
Print Name(s) Judith C. Aitken
Print Address: 807 Waterford Villas Lake St Louis MO

Graden W. Aitken

Signature(s) Graden W. Aitken
Print Name(s) Graden W. Aitken
Print Address: 807 Waterford Villas Dr. Lake Saint Louis, MO.

~~Joseph W. Reilly~~

Signature(s) Joseph W. Reilly
Print Name(s) JOSEPH W. REILLY
Print Address: 801 WATERFORD VILLAS

Barbara R. Burka

Signature(s) Barbara R. Burka
Print Name(s) Barbara R. Burka
Print Address: 815 Waterford Villas Dr. Lake St. Louis, MO

Eric S. Burka

Signature(s) Eric S. Burka
Print Name(s) ERIC S. BURKA
Print Address: 815 WATERFORD VILLAS DR. LAKE ST LOUIS, MO

Kenneth W. Wattler

Signature(s) Kenneth W. Wattler
Print Name(s) KENNETH W. WATTLER
Print Address: 822 WATERFORD VILLAS DR. LAKE ST LOUIS, MO

Lisa M. Wattler

Signature(s) Lisa M. Wattler
Print Name(s) Lisa M. Wattler
Print Address: 822 WATERFORD VILLAS DR. LAKE ST LOUIS, MO

Waterford Villas Owners



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Signature(s) Joseph L. Jost CO-TRUSTEE
Print Name(s) JOSEPH L. JOST CO-TRUSTEE
Print Address: 813 WATERFORD VILLAS DR
LAKE SAINT LOUIS MO. 63367-2565

Signature(s) Joan K. Jost Co-Trustee
Print Name(s) JOAN K. JOST CO-TRUSTEE
Print Address: 813 WATERFORD VILLAS DR.
LAKE SAINT LOUIS, MO. 63367-2565

Signature(s) Cindy Chu
Print Name(s) CINDY CHU
Print Address: 909 WATERFORD VILLAS CT
LAKE ST. LOUIS, MO 63367 - 2567

Signature(s) Clinton H. Moor
Print Name(s) ~~MARCIA A. MOOR~~ CLINTON H. MOOR
Print Address: 804 WATERFORD VILLAS DR. LAKE ST. LOUIS, MO 63367

Signature(s) Marcia A. Moor
Print Name(s) MARCIA A. MOOR
Print Address: 804 WATERFORD VILLAS DR. LAKE ST. LOUIS, MO 63367

Signature(s) Bonnie L. Hoffmann
Print Name(s) BONNIE L. HOFFMANN
Print Address: 812 Waterford Villas Dr. Lake St. Louis MO 63367

Signature(s) Gerald L. Hoffmann
Print Name(s) GERALD L. HOFFMANN
Print Address: 812 WATERFORD VILLAS DR. LAKE ST LOUIS MO 63367

Signature(s) Walter M. Palmer
Print Name(s) WALTER M. PALMER
Print Address: 810 WATERFORD VILLAS DR. LAKE SAINT LOUIS MO 63367

Signature(s) Patricia A. Palmer
Print Name(s) Patricia A. Palmer
Print Address: 810 Waterford Villas Drive Lake St. Louis, MO 63367

Signature(s) Charles F. Townsend
Print Name(s) CHARLES F. TOWNSEND
Print Address: 825 Waterford Villas Dr. Lake St. Louis 63367

Waterford Villas Owners



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Signature(s) William L. Diggins Sr
Print Name(s): WILLIAM L. DIGGINS SR.
Print Address: 833 WATERFORD VILLAS DR. LAKE ST. LOUIS MO. 63367

Signature(s) Ann H G Diggins
Print Name(s): ANN H G DIGGINS
Print Address: 833 WATERFORD VILLAS DR LAKE ST LOUIS, MO 63367

Signature(s) Ruby D. Hester
Print Name(s): RUBY DEAN HESTER
Print Address: 823 WATERFORD VILLAS DR. LSL MO. 63367-2574

Signature(s) Kenneth C. Remelius
Print Name(s): KENNETH C. REMELIUS
Print Address: 831 WATERFORD VILLAS LSL MO 63367 2574

Signature(s) Ronald M. Nixon
Print Name(s): RONALD M. NIXON
Print Address: 839 WATERFORD VILLAS LSL MO 63367

Signature(s) Janet S. Nixon
Print Name(s): JANET S. NIXON
Print Address: 839 WATERFORD VILLAS LSL MO 63367

Signature(s) JoAnn R Paluczak
Print Name(s): JOANN R. PALUCZAK
Print Address: 816 WATERFORD VILLAS DR LSL MO 63367

Signature(s) Wayne J. Paluczak
Print Name(s): WAYNE J. PALUCZAK
Print Address: 816 WATERFORD VILLAS DR. LSL MO. 63367

Signature(s) Downa J. Hussey TRUSTEE
Print Name(s): DOWNA J. HUSSEY
Print Address: 835 WATERFORD VILLAS DR. LSL MO 63367

Signature(s) William J Hussey Trustee
Print Name(s): WILLIAM J HUSSEY
Print Address: 835 WATERFORD VILLAS DR LSL MO 63367

Waterford Villas Owners

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Signature(s) Carolyn R. Gore
Print Name(s) CAROLYN R. GORE
Print Address: 819 Waterford Villas Dr.

Signature(s) Ronald A. Gore
Print Name(s) Ronald A. Gore
Print Address: 819 Waterford Villas Dr.

Signature(s) Robert G. Kinselmeyer & Eleanor C. Kinselmeyer, as Trustees
Print Name(s) U/I Robert G. Kinselmeyer dated 8/17/98
Print Address: ROBERT G. KINSELMAYER, 837 WATERFORD VILLAS DR., LAKE ST. LOUIS, MO. 63367

Signature(s) Eleanor C. Kinselmeyer & Robert G. Kinselmeyer
Print Name(s) as Trustees, U/I Eleanor C. Kinselmeyer dated 8/17/98
Print Address: ELEANOR C. KINSELMAYER 807 WATERFORD VILLAS DR.
LK. ST. LOUIS MO 63367

Signature(s) David L. Hickey
Print Name(s) DAVID L. HICKEY 911 WATERFORD VILLAS CT
Print Address: LST L. MO 63367

Signature(s) James L. Maher
Print Name(s) MAHER Family, Trust WA DTD 09-23-02
Print Address: Patrick J. Maher 859 Waterford Villas Dr
Joyce L. Maher 859 Waterford Villas Dr
Lake St. Louis, MO 63367

Signature(s) Dolores A. Hecht
Print Name(s) Dolores A. Hecht
Print Address: 824 Waterford Villas Dr.
Dolores A. Hecht or Manley C. Hecht, as Trustees, or their
Successor Trustees, of the Dolores A. Hecht Trust of 1990.

Signature(s) Manley C. Hecht
Print Name(s) MANLEY C. HECHT
Print Address: 824 WATERFORD VILLAS DR.

Signature(s) Patricia A. Mellon-Bartlett
Print Name(s) Patricia A. Mellon-Bartlett
Print Address: 862 Waterford Villas Dr. Lake St. Louis Mo.
63367

Signature(s) Catherine E. Siener
Print Name(s) CATHERINE E. SIENER
Print Address: 844 Waterford Villas Dr.

Waterford Villas Owners



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Signature(s) *Linda L. Larson*
Print Name(s): LINDA L. LARSON
Print Address: 849 Waterford Villas Dr

Signature(s) *Crauzna Janikou*
Print Name(s): GRAZYNA JANIKOU
Print Address: 901 WATERFORD VILLAS CT.

Signature(s) *Alan W. Gevers Carolyn G. Gevers*
Print Name(s): Alan W. Gevers Carolyn G. Gevers
Print Address: 861 Waterford Villas Dr.

Signature(s) *Margaret M. Moore Loring Trout*
Print Name(s): Margaret M. Moore
Print Address: 863 Waterford Villas Dr

Signature(s) *Dennis T. McGillicuddy*
Print Name(s): Dennis T. McGillicuddy
Print Address: 842 WATERFORD VILLAS DR.

Signature(s) *Sandra K. McGillicuddy*
Print Name(s): Sandra K. McGillicuddy
Print Address: 842 Waterford Villas Dr.

Signature(s) *Robert L. Senical*
Print Name(s): ROBERT L. SENICAL
Print Address: 915 WATERFORD VILLAS CT.

Signature(s) *Betty D. Ruff*
Print Name(s): Betty D. Ruff
Print Address: 870 Waterford Villas Dr.

Signature(s) *Maxine A. Salarano*
Print Name(s): MAXINE A. SALARANO
Print Address: 865 Waterford Villas Dr.

Signature(s) *James B. Salarano*
Print Name(s): JAMES B. SALARANO
Print Address: 865 Waterford Villas Dr.

Waterford Villas Owners



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Signature(s) Thomas N. Geiss
Print Name(s) THOMAS N. GEISS
Print Address: 855 WATERFORD VILLAS DR.

Signature(s) Ruth A. Dooling - Geiss
Print Name(s) Ruth A. Dooling - Geiss
Print Address: 855 WATERFORD VILLAS DR.

Signature(s) Wanda J. Van Ness
Print Name(s) Wanda J. Van Ness
Print Address: 851 Waterford Villas 63367

Signature(s) Robert A. Fenton
Print Name(s) ROBERT A. FENTON
Print Address: 855 WATERFORD VILLAS DR.

Signature(s) Jeri S Fenton
Print Name(s) JERI S Fenton
Print Address: 853 WATERFORD VILLAS DR.

Signature(s) Cynthia A. Bates
Print Name(s) Cynthia A. Bates
Print Address: 841 Waterford Villas Dr.

Signature(s) Arthur L. Schmidt
Print Name(s) ARTHUR L. SCHMIDT
Print Address: 907 WATERFORD VILLAS COURT

Signature(s) William R. McClaskey
Print Name(s) WILLIAM R. McCLASKEY
Print Address: 903 WATERFORD VILLAS CT.

Signature(s) Kenneth W. Rolfs
Print Name(s) Kenneth W Rolfs
Print Address: 864 Waterford Villas Dr.

Signature(s) Betty L. Warren
Print Name(s) Betty L. Warren
Print Address: 811 Waterford Villas Dr.

Waterford Villas Owners



Signature(s) David C. Warren
Print Name(s): DAVID C. WARREN
Print Address: 811 WATERFORD VILLAS DRIVE

Signature(s) Jean M. Mangin
Print Name(s): JEAN M. MANGIN
Print Address: 805 WATERFORD VILLAS DR.

Signature(s) Donald Shuman
Print Name(s): Donald Shuman
Print Address: 857 Waterford Villas Dr
Wales Station, Wv 26387

Signature(s) G. F. Mangin Jr.
Print Name(s): G. F. MANGIN JR
Print Address: 805 WATERFORD VILLAS

Signature(s) Marilyn Jones
Print Name(s): 877 Waterford Villas Dr
Print Address: Lake St James, Md 20636

Signature(s) L. Ben Cooper
Print Name(s): L. Ben Cooper
Print Address: 905 Waterford Villas Ct

Signature(s) Norma J. Cooper
Print Name(s): NORMA J. COOPER
Print Address: 905 Waterford Villas Ct.

Signature(s) Ronald Jay Bricker
Print Name(s): Ronald Jay BRICKER
Print Address: 848 Waterford Villas Dr.

Signature(s) Mary Ann Bricker
Print Name(s): Mary Ann Bricker
Print Address: 848 Waterford Villas Dr

Signature(s) Jackie L. Lawrence
Print Name(s): Jackie L. Lawrence
Print Address: 913 Waterford Villas Ct.

Waterford Villas Owners



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Signature(s) Shelby J. Lawrence
Print Name(s) SHELBY J. LAWRENCE
Print Address: 913 WATERFORD VILLAS CT

Signature(s) Evelyn S. Thornell
Print Name(s) EVELYN S. THORNELL
Print Address: 910 WATERFORD VILLAS CT

Signature(s) Glen H. Thornell
Print Name(s) Glen H. Thornell
Print Address: 910 Waterford Villas Ct.

Signature(s) _____
Print Name(s): _____
Print Address: _____

Signature(s) _____
Print Name(s): _____
Print Address: _____

Signature(s) _____
Print Name(s): _____
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Print Address: _____

EXHIBIT A

LEGAL DESCRIPTION

WATERFORD VILLAS AT LAKE ST. LOUIS—PLAT ONE

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 3, AND PART OF U.S. SURVEY 53, TOWNSHIP 47 NORTH, RANGE 2 EAST. ST. CHARLES COUNTY, MISSOURI.

WATERFORD VILLAS AT LAKE ST. LOUIS—PLAT TWO

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 3, AND PART OF U.S. SURVEY 1782, TOWNSHIP 46 NORTH, RANGE 2 EAST. ST. CHARLES COUNTY, MISSOURI.

WATERFORD VILLAS AT LAKE ST. LOUIS—PLAT THREE

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 3, AND PART OF U.S. SURVEY 1782, TOWNSHIP 47 NORTH, RANGE 2 EAST. ST. CHARLES COUNTY, MISSOURI.

EXHIBIT B

BY-LAWS
OF
WATERFORD VILLAS HOMEOWNERS ASSOCIATION
ST. CHARLES COUNTY, MISSOURI

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the WATERFORD VILLAS HOMEOWNERS ASSOCIATION, a not-for-profit corporation organized and existing under the laws of the State of Missouri.

Section 2. "The Properties" shall mean and refer to the Properties which have been subjected to the Declaration Of Covenants and Restrictions for Waterford Villas and any Amendments thereto.

Section 3. "Common Elements" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties. Common Elements shall also mean Common Ground, Common Land, or Common Property as described and defined in the Declaration of Covenants and Restrictions, and any Amendments thereto.

ARTICLE II

Location

Section 1. The principal office of the Association shall be located in St. Charles County, Missouri.

ARTICLE III

Membership

Section 1. Every person or entity who is a record owner of a Lot or Living Unit which is subject by covenants of record to assessments by the Association shall be a Member of the Association.

Section 2. The rights of Membership are subject to the payment of assessments levied by the Association, the obligation of which assessments are imposed against each owner and becomes a lien against the property upon which such assessments are made as provided by the Declaration of Covenants and Restrictions of Waterford Villas Homeowners Association, Inc. and the By-Laws to which the Properties are subject.

The initial monthly assessment shall be \$180.00. The monthly assessment does not begin until a Unit is first sold to a Class A member.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments under Article III, Section 2, whether or not they are personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but upon payment of such assessments, the rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Elements and the personal conduct of any persons thereon, as provided in Article V, the Section 1, of the Declarations of Covenants and Restrictions, they may suspend the rights of any such person for violation of such rules and regulations for a period not to exceed sixty (60) days.

ARTICLE IV

Voting Rights

Section 1. The Association shall have one class of voting membership:

Class A. Class A members shall be all those owners as defined in Article III, Section 1. Class A members will be entitled to one vote for each Living Unit in which they hold the interest required for membership by Article III, Section 1. When more than one person holds such interest or interests in any Living Unit all such persons shall be members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

ARTICLE V

Property Rights and Rights of Enjoyment of Common Elements

Section 1. Each member (subject to the limitations in Article V, Section 3, below) shall be entitled to the use and enjoyment of the Common Elements in

accordance with the Declaration of Covenants and Restrictions for Waterford Villas, and any Amendments thereto, and the By-Laws application to the Properties.

Section 2. Any member may delegate their right of enjoyment in the Common Elements to the members of their family who reside upon the Properties or to any of their tenants who reside thereon under a leasehold interest for a term of one year or more. In the event a Lot or Living Unit is owned of record by a corporation, then the corporation may delegate its rights of enjoyment in the Common Elements, to one person and the members of his/her family, provided that such person is either a stockholder, director, or employee of the corporation. In no event shall stockholders, directors, or employees of the corporation be vested with such rights merely because of their position as such.

Section 3. In the event that any Lot or Living Unit is owned of record by more than one persons as tenants in common or joint tenants (as distinguished from tenants by the entireties), then only one of such owners and the members of his/her family who reside upon the Properties shall be entitled to use and enjoy the Common Elements. All other such owners shall be entitled to use the Common Elements only as guests under applicable rules and regulations adopted by the Board of Directors.

Section 4. Any member who shall delegate his rights of enjoyment under Section 2 above shall notify the Secretary in writing of the name of any such person and the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI

Audits

Section 1. The Treasurer shall present the Association records annually to a duly appointed Auditing Committee. Audits must be made prior to the annual meetings of the membership which are held in the month of December.

ARTICLE VII

Board of Directors

Section 1. The property, business and affairs of the Association shall be managed and controlled by its Board of Directors.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee prior to election. The Board of Directors shall appoint one voting Board Member to chair a Nominating Committee which shall consist of two additional members who are not on the Board. The Nominating Committee shall



publish the nominees' names not less than two weeks prior to the election. The Nominating Committee shall be appointed at least forty-five (45) days prior to the election.

Section 3. The Board of Directors shall consist of up to six (6) members, who are members of the Association in good standing.

Section 4. Persons elected to the Board shall serve for a term of three (3) years. To provide for continuity, the terms of office shall be staggered so that two (2) will expire each year.

Section 5. Election to the Board of Directors shall be by written ballot. At such election, the members may cast (in presence or by absentee ballot) the votes to which they are entitled under the provisions of the Declaration of Covenants and Restrictions for Waterford Villas and the By-Laws. The names receiving the largest number of votes cast shall be elected. In the event of ties, the tied parties shall draw lots to determine the winner.

Section 6. Only one (1) member from a Living Unit (husband/wife, parent/child) may serve on the Board at any one time.

Section 7. The Board of Directors will elect Officers, which are: President, Vice President, Secretary and Treasurer. The two (2) remaining Board members will serve as Members.

Section 8. The Board members, by majority of all Board members in person, at which a quorum is present, may remove a Board member for:

- (a) Missing three consecutive Board meetings.
- (b) Violations of the Declaration of Covenants and Restrictions For Waterford Villas or the By-Laws.

Section 9. Any Board member may resign at any time by giving written notice to the Board.

Section 10. Vacancies in the Board caused by any reason, excluding the removal of a Board member by vote of the Association, shall be filled for the unexpired portion of the term by a vote of the majority of the remaining members of the Board, even though less than a quorum, at any meeting of the Board unless said remaining members vote in a tie whereby a special election must be held to fill the remaining term.

Section 11. At any regular or special meeting of the Association duly called, any one or more of the Board members may be removed, with or without cause, by a two-thirds vote of the Owners. A successor may then and there be elected to fill the vacancy thus created.

ARTICLE VIII

Officers

Section 1. **PRESIDENT.** The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Members of the Association and the Board. He/she shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the Unit Owners from time to time as he/she may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.

Section 2. **VICE PRESIDENT.** The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his/her inability for any reason to exercise such powers and functions or perform such duties.

Section 3. **SECRETARY.** The Secretary shall keep all the minutes of the meetings of the Board and of the Association; he/she shall have charge of such books and papers as the Board may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary and as provided in the Declaration of Covenants and Restrictions for Waterford Villas and the By-Laws.

The Secretary shall compile and keep a complete list of members and their last known addresses.

Section 4. **TREASURER.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall issue a financial report to the membership once per quarter. In the event a Resident Manager or a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Resident Manager or Managing Agent once each three months. Any expenditure which is not a budgeted line item and exceeds \$100 must be approved by the President or Vice President. The Treasurer shall be bonded if an independent management firm is not utilized by the Association.

ARTICLE IX

Powers and Duties of the Board of Directors

- Section 1. The Board of Directors shall have power:
- (a) To call special meetings of the members whenever it deems necessary.
 - (b) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.
 - (c) To purchase insurance and to do all things necessary to implement and carry out intent and purpose of the Association.
 - (d) To establish one or more accounts in financial institutions selected by the Board of Directors into which all funds belonging to the Association shall be deposited, subject to withdrawal by those persons authorized from time to time by the Board of Directors.
 - (e) To provide exterior maintenance for lots and structures within the Properties.
 - (f) To arrange for garbage and trash collection.
 - (g) To maintain lands and trees on the Properties.
 - (h) To enforce all covenants, restrictions and agreements applicable to the Properties.
 - (i) To pay taxes, if any, on the Common Elements.
 - (j) Insofar as permitted by Law, to do any other thing that, in the opinion of the Board of Directors, would promote the common benefit of the residents of the Properties.
 - (k) To have all of the powers and authority as set forth in the Declaration of Covenants and Restrictions for Waterford Villas and any Amendment thereto.
 - (l) To establish an annual budget by December 1 of each calendar year.
 - (m) To employ a management agent, but only with the approval of the Owners of the Association, to perform such duties and services as the Board shall authorize.
 - (n) To keep books with detailed accounts of the receipts and expenditures effecting the Association and its administration. All books and records shall be kept in accordance with generally accepted accounting practices. Records are to be preserved for three years.
 - (o) To borrow money pursuant to the Declaration of Covenants and Restrictions.

ARTICLE X

Director's Meetings

Section 1. A regular meeting of the Board of Directors shall be held without other notice than by this By-Law, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide, by resolution, the time and place, for the holding of additional regular meetings, with notice of such resolutions to all Directors.

Section 2. Special meetings of the Board of Directors shall be held when called by the President of the Association, Vice-President of the Association, or by any two (2) Directors after not less than five (5) nor more than thirty (30) days' notice.

Section 3. The majority of the Board of Directors shall constitute a quorum thereof, but if less than a majority of the Directors are present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. A majority vote of the quorum present shall be sufficient to decide any issue before the Board of Directors.

Section 4. Directors shall not receive any salaries for their services, but may be reimbursed for any expenses that shall be incurred, with the exception that no transportation expenses will be reimbursed.

Section 5. All meetings of the Board will be open to all Association members. The Board will have the option to designate portions of the meetings for the purpose of participation by the members.

Section 6. Meetings of the Board may be held in executive session without notice and without the requirement that they may be open to Association members, to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, and orders of business of a similar nature.

ARTICLE XI

Committees

Section 1. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two (2) or more members. To the extent provided in the resolution, they shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association, provided, however, that no such committee shall have the authority of the Board of Directors.

ARTICLE XII

Meetings of Members

Section 1. The regular annual meeting of the members shall be held in December, the date, time and location to be designated by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the Board of Directors, or upon written request of eighty percent (80%) of the Members. Notice of Special Meetings shall state the date, time, location, and purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

Section 3. Notice of any meetings shall be given personally, or by sending a notice to the members by the Secretary. Notice may be given to the members either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid at the address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him/her at such address. Notice of any meeting must be given at least ten (10) days before the annual meeting, or thirty (30) days before a special meeting.

Section 4. Except as otherwise provided in these By-Laws or in the Declarations, the presence at the beginning of any duly called meeting, in person or by absentee ballot, if applicable, of forty percent of the total members shall constitute a quorum at all meetings of the Association.

ARTICLE XIII

Absentee Ballots

Section 1. At meetings of Members, each Living Unit in good standing may vote in person or by an absentee ballot. No proxy voting is allowed.

Section 2. All requests for absentee ballots must be received by the Secretary ten (10) days prior to election.

Section 3. Absentee ballots will be limited to elections of Board members, special assessments and amendments to Declaration of Covenants and Restrictions for Waterford Villas and the By-Laws.

ARTICLE XIV

Amendments

Section 1. These By-Laws may be altered, amended or repealed and new By-Laws adopted by a two-thirds vote of all of the Members of the Living Units in good standing.

ARTICLE XV

Enforcement

Section 1. By resolution following notice and hearing the Board may levy a fine up to \$25.00 per day, or withdraw voting rights for each day that a violation of the Documents or Rules persists after notice and hearing.

Section 2. The Board shall not impose a fine or suspend voting for violations of rules unless and until the following procedure is followed:

a. Demand. Written demand to cease and desist from an alleged violation shall be served on the alleged violator specifying (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be cured without further sanction, if such violation is a continuing one; or, if the violation has ceased, a statement, that any further violation of the same rule may result in the imposition of a sanction, after notice and hearing.

b. Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of hearing to be held by the Board's designated committee in executive session. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence and witnesses on the alleged violator's behalf and (4) the proposed sanction to be imposed.

c. Hearing. The hearing shall be held in executive session pursuant to the notice. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be adequately satisfied if the alleged violator appears at the meeting. The minutes of the hearing shall

contain a written statement of the results of the hearing and the sanction, if any, imposed.

Dated: _____

BY _____
Director

BY _____
Director

BY _____
Director

BY _____
Director

BY _____
Director

BY _____
Director