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of Deeds of St. Charles County, Missouri. Exhibit B will include in Plat Book 26, Page 156-157 of the records of the Recorder and which will be simultaneously recorded with this Declaration Plat, which will later be called Exhibit B in this Declaration, and dimensions of each building on the land are depicted on the

Section 1. Number and Location of Buildings. The location

BUILDINGS ON THE LAND; UNITS; BOUNDARIES;
LIMITED COMMON ELEMENTS.

ARTICLE II

103 R.S.Mo.

this document shall have the meanings specified in Section 448.1-
Section 2. Defined Terms. Capitalized terms not defined in
be recorded in St. Charles County.

Creek Condominium ("Condominium") and causes this Declaration to
respect to the Property, a condominium to be known as Pebble
Uniform Condominium Act of Missouri ("Act"), and creates with
appurtenances on it ("Property"), to the provisions of the
submits the Land, together with all easements, rights, and
document, located in St. Charles County, Missouri ("Land"),
simple of the land described in Exhibit A attached to this
Association. CHATEAU BUILDERS, INC. ("Declarant"), owner in fee
Section 1. Submission of Property? Name? Location?

SUBMISSION; DEFINED TERMS

ARTICLE I

DECLARATION OF CONDOMINIUM
PEBBLE CREEK CONDOMINIUM

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD
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new Chateau

assurances are made by Declarant with respect to fixing the different parcels of real estate at different times; no development rights which may be exercised with respect to Section 2. Development Rights. Declarant reserves and reserves special Declarant rights.

Section 1. Declarant reserves certain development rights

RESERVATION OF DEVELOPMENT RIGHTS
AND SPECIAL DECLARANT RIGHTS

ARTICLE III

be subsequently allocated as Limited Common Elements. portion of the plumbing fixtures. No real estate is expected to (with deck storage unit, if any) appurtenant to each Unit, and a Units, the patios (with patio storage unit, if any), or decks also includes the parking spaces assigned to the particular include those specified in Section 448.1-103(17) of the Act, and Section 4. Limited Common Elements. Limited Common Elements are the walls, floor, and ceiling.

Section 3. Unit Boundaries. The boundaries of each Unit stated in Article IV. 1. below.

Numbers and the Allocated Interests allocated to each Unit, is County, Missouri. A list of all Units by their identifying Book 1648 of the records of the Recorder of Deeds of St. Charles later called Exhibit C, and which may be found in Surveyor's are shown on the Plat called Exhibit B and the Plans, which are Section 2. Units. The location and dimensions of each Unit

an Easement Plat.

boundaries of those portions or with respect to the order in which those portions may be subjected to the exercise of each development right. Declarant further states that if any development right is exercised in any of the portion of the real estate subject to that development right, that development right may or may not be exercised in all or any other portion of the remainder of the real estate.

Declarant reserves the development right to add all or portions of the real estate legally described on Exhibit D. This development right with respect to the real estate or portions thereof may be exercised at different times, and no assurances are made as to the order in which portions of this tract may be subjected to the exercise of this development. If the development right to add any portion of this tract is exercised, that development right may be exercised in all or any other of the remaining portions of the tract, but need not be exercised in all or any other remaining portions of the tract.

Declarant reserves the right to create the maximum number of sixty (60) units in the original Phase One and any portions of the tract legally described in Exhibit D referred to above. referred to above.

There are no conditions or limitations imposed upon the Declarant's development right to add any portions of the tract described in Exhibit D in order for this development to add these portions to be exercised or lapse.

Declarant reserves this development right to add any portion

of the tract legally described in Exhibit D at any time up until December 31, 1992.

Section 3. Special Declarant Rights. Declarant reserves for its benefit the following special Declarant rights:

A. The right to complete improvements indicated on the Plat and Plans filed with this Declaration;

B. To exercise any development right reserved in Section 2 above;

C. Declarant reserves the right to maintain a sales office and management office in the Condominium and reserves the right to locate any sales office or management office in either a Unit or a Limited Common Element associated with a Unit which is being used as a model.

Declarant further reserves the right to relocate these offices at any time to any location that Declarant should choose. D. Declarant reserves the right to maintain models in Units and in the Limited Common Element in the Condominium. These models shall be considered Units and not Common Elements. Declarant reserves the right to maintain as many model Units as Declarant deems appropriate and to locate these model Units at any place within the Condominium.

E. To appoint or remove any officer of the Unit Owners Association, or any Executive Board member during any period of Declarant's control of the Executive Board of the Association.

F. To maintain signs advertising the Pebble Creek

Condominium and its models.

G. Declarant shall control the Unit Owners Association subject to the provisions of Section 448.3-103 of the Act, until December 31, 1992.

H. To use easements through the Common Elements for the purpose of making improvements within the Condominium or within real estate which is not withdrawn from the Condominiums. Section 4. There are no conditions or limitations under which the rights described in this Section may be exercised or will lapse and these special Declarant rights shall be exercised at any time up until December 31, 1992.

ARTICLE IV

SCHEDULE OF INDIVIDUAL UNIT INFORMATION

Section 1. Identifying Number, Allocation of Allocated Interests. The Identifying Number and allocation of Allocated Interests, including Common Element Interests, Common Expense Liability, and votes in the Association, are described in Exhibit E attached to this document.

Section 2. Basis for Allocations.

(a) Common Element Interests are allocated equally among all Units.

(b) Common Expense Liability is allocated equally among all Units.

(c) Votes in the Association are allocated equally among all Units so that each Unit has one vote and all votes are equal, except cumulative voting is allowed for the election of the

Executive Board in the Bylaws and by this Declaration.

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(d) This Declaration adopts and requires the allocations set forth in Section 448.3-115.3. of the Act, as to the assessment of Common Expenses associated with maintenance, repair, or replacement of a Limited Common Element (which is to say an equal proportion), or of Common Expenses benefiting fewer than all the Units, and of insurance.

Each Unit Owner will be billed individually and directly from the utility for electricity, cable television, and telephone. Water and sewer, on the other hand, will not be individually metered and will be billed to the Association. With respect to these utility charges, this Declaration does not adopt and require the allocation of the cost of utilities to be assessed in proportion to usage, but instead, treats the cost of utilities as a Unit Owners Association expense without reference to the proportion of usage by each benefited Unit. Declarant has been advised by the City of O'Fallon that quarterly sewer maintenance fees will be based on the actual three month winter water usage from November 13, through February 15.

Section 3. Number of Units. The maximum number of Units to be constructed is sixty (60). No additional Units may be created by Declarant, by the subdivision, or conversion of any Units and by the Declarant pursuant to Section 448.2-110.3 of the Act. This Declaration does not permit the subdivision of a Unit by a Unit owner pursuant to Section 448.2-113 of the Act.

Section 4. This Declaration imposes the restriction on the use, alienation, or occupancy of the Units that they be so used, alienated, or occupied for residential purposes; this restriction is in addition to those restrictions imposed by appropriate governing authorities, but this Declaration reserves to the Association the right through its Bylaws or its Rules and Regulations to impose on Unit Owners leasing Units to other parties, appropriate requirements concerning those leases so that provisions of the Bylaws and Rules and Regulations may be imposed upon any tenant who occupies a Unit.

ARTICLE V

EASEMENTS AND USE

The following easements are granted by this Declaration:

Section 1. Use for Sales Purposes. All Units shall be subject to the Declarant's rights reserved pursuant to Section 448.2-115 of the Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices, or sales offices, or to rent or lease such Units until such time as Declarant conveys title to such Units. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office, or sales office, the furnishings of such Unit may be removed.

Section 2. Ingress and Egress Through Common Elements; Access to Units and Support. Each Unit Owner is granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable

be the "Pebble Creek Condominium Unit Owners Association,"
 Section 1. Name. The name of Unit Owners Association shall

ASSOCIATION NAME AND POWERS

ARTICLE VI

of O'Fallon, Missouri, have been complied with.

Section 8. All conditions required by the zoning Ordinance
 information required pursuant to Section 448.2-109 of the Act.

of Pebble Creek Condominium. This Plat contains all the
 Section 7. Attached to this document as Exhibit B is a Plat

conveyance does not release or discharge the easement.

Section 6. The failure to refer to these easements in any

of completing construction.

individual Unit and through all Common Elements for the purpose
 an easement during the period of construction through each
 Section 5. Completion of Construction. Declarant reserves

encroach upon the Common Elements because of settling or error.

granted an easement for encroachment in the event that a Unit may
 Section 4. Easements for Encroachment. Each Unit Owner is

the Common Elements.

Owner grants an easement inside the Unit for the maintenance of
 Section 3. Maintenance of the Common Elements. Each Unit

persons lawfully using or entitled to use them.

easement for ingress and egress through all Common Elements by
 Association. Each Unit is burdened with and subjected to an
 rules, regulations, and restrictions as may be imposed by the

Incorporated," ("Association").

Section 2. Powers. In addition to those powers granted by the Act, the Association shall have the power to assign its rights to future income, but such power is limited to the purposes of repair of existing structures or maintenance or improvement of the Common Elements.

IN WITNESS WHEREOF, Declarant, by its duly authorized officer, has executed this Declaration on ____ day of _____, 19__.

CHATEAU BUILDERS, INC.



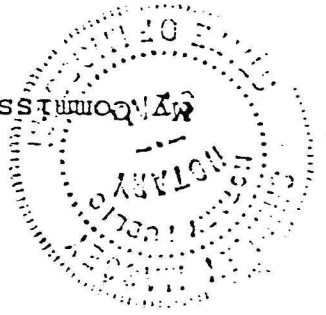
By [Signature] Its President

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

On this 20 day of March, 1987, before me appeared Donald Collier, the President of CHATEAU BUILDERS, INC., to me personally known, who, being by me duly sworn, did say that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors; and said 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.

[Signature]
Notary Public



Commission Expires: 6-30-1990

Pebble Creek Condominiums
Phase I
.842 Acres

DESCRIPTION

A tract of land in Section 32, Township 47 North, Range 3 East, and being more particularly described as follows:

COMMENCING at the street intersection of Heather Drive and Mill Pond Drive as shown on Glenagate Estates, a subdivision recorded in Plat Book 22, Page 35 of the Recorder's Office of St. Charles County; thence along the center line of Mill Pond Drive being a curve concave northerly having a chord of South $71^{\circ}55'14''$ East, 129.66 feet, a radius of 205.00 feet, a central angle of $36^{\circ}52'14''$, an arc length of 131.92 feet; thence North $00^{\circ}21'21''$ West, 25.00 feet to the northern right-of-way of Mill Pond Drive being 50 feet wide and also THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; thence continuing along the said northern right-of-way North $89^{\circ}38'39''$ East, 22.00 feet to the eastern property line established by a survey made by Jim Dwyer in April of 1981 of a tract that was 82.647 acres and an adjoining tract which was 17.742 acres; thence following said survey line North $00^{\circ}21'21''$ West, 207.00 feet; thence departing from said line South $89^{\circ}38'39''$ West, 136.50 feet; thence North $00^{\circ}21'21''$ West, 22.42 feet; thence North $06^{\circ}56'07''$ West, 22.37 feet; thence South $83^{\circ}03'53''$ West, 44.50 feet; thence South $89^{\circ}38'39''$ West, 8.73 feet; thence South $00^{\circ}21'21''$ East, 148.62 feet to the northern right-of-way of Mill Pond Road; thence along said northern right-of-way being a curve concave southerly having a radius of 350.00 feet and a central angle of $07^{\circ}34'28''$, an arc length of 46.27' to a point of reverse curve; thence along curve to the left having a radius of 180.00 feet, a central angle of $50^{\circ}04'58''$ and an arc length of 157.34 feet to the point of beginning and containing .842 acres.

A tract of land in Section 32, Township 47 North, Range 3 East, and being more particularly described as follows:

COMMENCING at the street intersection of Heather Drive and Mill Pond Drive as shown on Glenagate Estate, a subdivision recorded in Plat Book 22, Page 35 of the Recorder's Office of St. Charles County; thence along the centerline of Mill Pond Drive being a curve concave northerly, having a chord of South $71^{\circ}55'14''$ East, 129.66 feet, a radius of 205.00 feet, a central angle of $36^{\circ}51'14''$, an arc length of 131.92 feet; thence North $00^{\circ}21'21''$ West, 25.00 feet to the northern right-of-way of Mill Pond Drive being 50 feet wide and also the TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; thence continuing along the said northern right-of-way North $89^{\circ}38'39''$ East, 22.00 feet to the eastern property line established by a survey made by Jim Dwyer in April of 1981 of a tract that was 82.647 acres and an adjoining tract which was 17.742 acres; thence following said survey line North $0^{\circ}21'21''$ West, 612.06 feet; thence departing from said line South $89^{\circ}38'39''$ West, 425.00 feet; thence South $0^{\circ}21'21''$ East, 422.17 feet to the north right-of-way of Mill Pond Road; thence along said northern right-of-way being a curve concave southerly having a chord of South $65^{\circ}01'42''$ East, 293.12 feet, a radius of 350.00 feet, and a central angle of $49^{\circ}30'38''$ to a point of reverse curve; thence along curve to the left having a radius of 180.00 feet, a central angle of $50^{\circ}04'58''$ and an arc length of 157.34 feet to the point of beginning and containing 4.990 acres. Excepting Therefrom

A tract of land in Section 32, Township 47 North, Range 3 East, and being more particularly described as follows:

COMMENCING at the street intersection of Heather Drive and Mill Pond Drive as shown on Glenagate Estates, a subdivision recorded in Plat Book 22, Page 35 of the Recorder's Office of St. Charles County; thence along the center line of Mill Pond Drive being a curve concave northerly having a chord of South $71^{\circ}55'14''$ East, 129.66 feet, a radius of 205.00 feet, a central angle of $36^{\circ}52'14''$, an arc length of 131.92 feet; thence North $00^{\circ}21'21''$ West, 25.00 feet to the northern right-of-way of Mill Pond Drive being 50 feet wide and also the TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; thence continuing along the said northern right-of-way North $89^{\circ}38'39''$ East, 22.00 feet to the eastern property line established by a survey made by Jim Dwyer in April of 1981 of a tract that was 82.647 acres and an adjoining tract which was 17.742 acres; thence following said survey line North $00^{\circ}21'21''$ West, 207.00 feet; thence departing from said line South $89^{\circ}38'39''$ West, 136.50 feet; thence North $00^{\circ}21'21''$ West, 22.42 feet; thence North $06^{\circ}56'07''$ West, 22.37 feet; thence South $83^{\circ}03'53''$ West, 44.50 feet; thence South $89^{\circ}38'39''$ West, 8.73 feet; thence South $00^{\circ}21'21''$ East, 148.62 feet to the northern right-of-way of Mill Pond Road; thence along said northern right-of-way being a curve concave southerly having a radius of 350.00 feet and a central angle of $07^{\circ}34'28''$, an arc length of 46.27 feet to a point of reverse curve; thence along curve to the left having a radius of 180.00 feet, a central angle of $50^{\circ}04'58''$ and an arc length of 157.34 feet to the point of beginning and containing .842 acres.

PHASE ONE

<u>Unit</u> <u>Identifying No.</u>	<u>Allocation of</u> <u>Common Element</u> <u>Interest</u>	<u>Allocation of</u> <u>Common Expense</u> <u>Liability</u>	<u>Allocation of</u> <u>Common Expense</u> <u>Liability</u>	<u>Unit Owners</u> <u>Association</u> <u>Votes in</u>
A	.0833	.0833	.0833	1
B	.0833	.0833	.0833	1
C	.0833	.0833	.0833	1
D	.0833	.0833	.0833	1
E	.0833	.0833	.0833	1
F	.0833	.0833	.0833	1
G	.0833	.0833	.0833	1
H	.0833	.0833	.0833	1
I	.0833	.0833	.0833	1
J	.0833	.0833	.0833	1
K	.0833	.0833	.0833	1
L	.0833	.0833	.0833	1

The Allocation of Common Element Interest and the Allocation of Common Expense Liability will reduce proportionately if and when additional Units are added to the Condominium by amendment.

The formula for determining the Allocation is:

$$\text{Allocation} = 1/\# \text{ of Units in entire Condominium}$$

END OF DOCUMENT