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JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: RESTR
GRANTOR: LEVINSON BUILDING AND REALTY CORP
TO: [blank]
GRANTEE: [blank]

PROPERTY DESCRIPTION: WYNNCREST PLAT 1 PLAT 2 PLAT 3

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

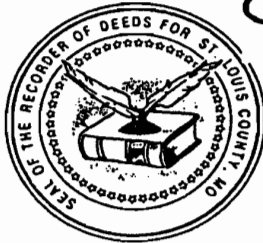
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
1,472

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 32 pages, (this page inclusive), was filed for record in my office on the 16 day of April 2002 at 02:07 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

Jolynn Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

- ___ N.P
- ___ N.P.C
- ___ N.N.C.
- ___ N.N.I.

RECORDING FEE \$110.00
(Paid at the time of Recording)

Mail to:

BOOK 13770
PAGE 970

Destination code: 8 P

31

TITLE: DECLARATION OF TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS OF WYNNCREST

DATE: April 3rd, 2002

GRANTOR(S) LEVINSON BUILDING & REALTY CORP.

GRANTEE(S) LEVINSON BUILDING & REALTY CORP.

GRANTEE'S MAILING ADDRESS: 624 Trade Center Boulevard, Suite A
Chesterfield, Missouri 63005

LEGAL DESCRIPTION:

The property depicted on the plat of Wynncrest Plat One, according to the plat thereof recorded April 16, 2002 as daily number 1467

The property depicted on the plat of Wynncrest Plat Two, according to the plat thereof recorded April 16, 2002 as daily number 1468

The property depicted on the plat of Wynncrest Plat Three, according to the Plat thereof recorded April 16, 2002 as daily number 1469

REFERENCE BOOK AND PAGE NUMBER: 13222-1211.

DECLARATION OF
TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WYNNCREST

THIS DECLARATION, made and entered into this 28th day of MARCH, 2002, by LEVINSON BUILDING & REALTY CORP., a Missouri corporation (hereinafter referred to as "Declarant"). 624 Trade Center Boulevard, Suite A, Chesterfield, Missouri 63005.

WITNESSETH:

WHEREAS, Declarant has acquired and is the record owner of certain real property, containing approximately 59.22 acres, located in the City of Wildwood, County of St. Louis, State of Missouri, known as Wynncrest (the "Development"), and which property is more particularly described on Exhibit "A," attached hereto and which is depicted on the plat to be recorded concurrently with this Declaration; and

WHEREAS, the City of Wildwood, by Ordinance Number 630, has approved Declarant's Planned Residential Development District; and

WHEREAS, Declarant has prepared a Site Development Plan of Wynncrest in accordance with said Ordinance Number 630, which Plan has been filed for record in Book 349, Pages 145-149 of the St. Louis County Assessor's Records; and

WHEREAS, there will be designated, established and recited on the recorded plat of the Development, common land and certain easements which are for the exclusive and non-exclusive use and benefit of the owner or owners of the lots and parcels shown on said subdivision (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, streets, storm water drainage, and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown on the plat of the Development; and

WHEREAS, it is the purpose and intention of this Declaration to preserve said tract of land as a restricted neighborhood and to protect same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to all of said land and every parcel thereof, and also in favor or against said parcel as against or in favor of all other parcels within said residential area in the hands of the owners thereof; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions," are jointly and severally for the benefit of all persons who may purchase, hold, lease or own from time to time any of the several lots covered by this instrument; and

WHEREAS, Declarant will by separate instrument convey to the Wyncrest Association and establish as "Common Land," which Common Land is identified on Exhibit "B" attached hereto, the property so designated on the plat of the Development; and

WHEREAS, upon receiving title to the Common Land, Wyncrest Association shall hold said Common Land for the duration of the Development, and thereafter fee simple title thereto shall vest in all the then recorded lot owners of all lots and parcels in the plat of the Development as tenants in common.

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

ARTICLE I DEFINITIONS

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

Section 2. "Association" shall mean and refer to the Wyncrest Homeowners' Association, a nonprofit corporation of the State of Missouri, its successors and assigns.

Section 3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "By-Laws" shall mean and refer to the By-Laws as adopted by and as amended from time to time by the Board of Directors.

Section 5. "Common Land" or "Common Area" shall mean all real property (including the improvements thereto) shown as "Common Ground," "Common Land" or "Common Area" on any plat of the Development, and shall include real property owned by the Association for the common use and enjoyment of the Owners. The Common Land to be owned by the Association at the time of the recordation of the plat of the property.

Section 6. "Declarant" shall mean and refer to Levinson Building & Realty Corp., a Missouri corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to this Declaration of Trust, Covenants, Conditions and Restrictions of Wyncrest.

Section 8. "Development" shall mean and refer to all real property located within Wynncrest as described in Exhibit "A" attached hereto, together with any other property which may be subjected to the terms of this Declaration from time to time.

Section 9. "Lot" shall mean and refer to any plot of land shown upon plats of the Property recorded April 16th, 2002 as daily numbers 1467, 1468 and 1469, with the exception of the Common Land and lots 37 and 43, as those lots are depicted on Wynncrest Plat Three.

Section 10. "Lot Owner" shall mean and refer to the then current holder of title to any Lot.

Section 11. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 12. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Properties" or "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Each Lot Owner shall have a fee simple interest in such Owner's Lot.

Section 2. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Land which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to adopt regulations for the use of the Common Land, to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Land; and
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against such Lot whether created by this Declaration, remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) the right of the Association to dedicate or transfer all or any part of the

Common Land to any public agency, authority, or utility for such purposes and subject to such conditions as it may determine.

- (d) use of Common Land shall be in conformance with Sections 1003.187, 1005.095 and 1005.200(G)(2) of the Ordinances of the City of Wildwood and to the extent the provisions set forth herein are in conflict with the provisions of Sections 1003.187, 1005.095 and 1005.200(G)(2) of the Ordinances of the City of Wildwood, the provisions of Sections 1003.187, 1005.095 and 1005.200(G)(2) of the Ordinances of the City of Wildwood, to the extent they remain extant, shall control.

Section 3. Any Lot Owner may delegate his/her right to enjoyment of the Common Land and facilities to the members of his/her family, his tenants, or contract purchasers who reside on the property.

Section 4. The Common Land, including open spaces, recreational areas, or other common grounds, shall be for the sole benefit, use and enjoyment of the Lot owners, present and future, of the Development provided, however, the common areas may also be used by residents outside of the Development subject to satisfaction of the following conditions:

- (a) No resident of the Development shall be denied the use of the open space, recreational facilities or other common land for any reason related to the extension of the privilege to nonresidents; and
- (b) All rules and regulations promulgated pursuant to this Declaration with respect to lot owners of the Development shall be applied equally to residents and nonresidents; and
- (c) All rules and regulations promulgated pursuant to the Indenture with respect to nonresidents of the Development shall be applied equally to nonresidents; and
- (d) At any time after the recording of this Declaration, a majority of the residents of the Development, by election duly called, may elect to allow or disallow usage of the open space, recreational facilities or other common grounds by nonresidents of the Development.

ARTICLE III COMMON LAND

Section 1. The Declarant shall convey to the Association the Common Land.

Section 2. The Association shall hold the Common Land in trust, it being the intent of the Declarant that the Common Land shall hereunder be held and remain used and maintained for the common benefit of all of the Lot Owners for the duration of the Development, and thereafter title to

the Common Areas shall thereupon rest in the then Lot Owners of the Development, as tenants in common.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) ten (10) years after the date of the first occupancy of residential unit by an Owner.

ARTICLE V BOARD OF DIRECTORS; SELECTION; MEMBERSHIP; MEETING; VOTING; AND TERM OF OFFICE

Section 1. The affairs of the Association shall be managed by a Board of three (3) directors, who need not be members of the Association, who shall serve without compensation, and who shall have the authority to adopt and amend By-laws from time to time.

Section 2. The original Board of Directors shall consist of Edward A. Levinson, Thomas J. Levinson and Michael M. Levinson designated herein as "Directors," who, by their signatures to this instrument, consent to serve in that capacity. The Directors shall, among themselves, elect a President, Vice-President and Secretary. Whenever any of the original Board members refuses to act, becomes disabled or dies, the Declarant shall appoint a successor or successors.

Section 3. At such time as title to fifty percent (50%) of the Lots has been transferred, Declarant shall cause the resignation of one (1) of the original Board members, and a new Board member shall be chosen by the Class A membership, who shall serve until such time as title to

seventy-five percent (75%) of the Lots have been transferred, when Declarant shall cause the resignation of another Board member. At such time as all of the Lots have been sold, Declarant shall cause the resignation of the final original Board member. The Class A membership shall then select three (3) Board members to serve as follows: one for a one (1) year term, one for a two (2) year term and one for a three (3) year term. Thereafter, each Board member shall be elected for terms of three (3) years each, each one to be elected upon the expiration of the individual member's then current term.

Section 4. Any Board member may be removed from the Board, with or without cause, by a majority of the votes of the Members (present or presented by proxy at which a quorum is present) of each Class. In the event of the death or resignation of a Board member, a successor shall be selected by a majority vote of the remaining Board members to serve until the next annual meeting of the Association, at which time a new Board member shall be elected to serve for the unexpired term of his/her predecessor. Where the provisions of this Declaration cannot be fulfilled by reason of unfilled vacancies among the Directors, the Wildwood City Council may upon the petition of any concerned resident or property owner of the subdivision, appoint one or more Directors to fill vacancies until such time as Directors are selected in accordance with the terms hereof. Any person so appointed who is not a resident or property owner within the subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the property in the subdivision, and which shall not be subject to any limitations on special assessments contained in this Declaration or elsewhere.

Section 5. Meetings of the Association shall be held at the registered office of the Association, or such suitable places within St. Louis County, Missouri, convenient to the Members, as may be designated from time to time by the Board.

Section 6. The Members shall meet at least once a year. The annual meeting of the Members shall be held on the second Wednesday in October in each year, commencing in 2002, and if such day shall be a legal holiday, then on the next business day following, at such time and place as is specified by the Directors in the Notice of such meeting; the Board, from time to time, at any regular or Special meeting, may designate a different day for the Annual meeting. Except as otherwise provided herein, at each Annual meeting, the Members shall elect a Board to serve until the Annual meeting and may transact any other business authorized to be transacted by the Members.

Section 7. Special meetings of the Members may be called at any time by a member of the Board of Directors. Special meetings must be called by any member of the Board upon receipt of a written request for a special meeting signed by at least (10) members of the Association. No business shall be transacted at a special meeting except as stated in the Notice thereof. Such Notice shall be in writing, shall be sent by United States mail to the addresses of their respective Lots or to such other addresses as any Member may have designated to the President or Secretary, and shall be mailed not less than twenty-one (21) days in advance of the annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting; provided, however, that such notice may be delivered personally to any member if not prohibited by the Statutes of the State of Missouri. Proof of such mailing or delivery shall be given by the affidavit of the person mailing or delivering the notice. Notice of the meeting may be waived in writing by any Member before or

after such meeting.

Section 8. Any mortgagee of a Lot may attend and participate in any general or special meeting, but shall have no vote unless granted by proxy.

Section 9. A quorum at meetings of the Members shall consist of Members present, in person or by proxy, representing at least thirty percent (30%) of the total votes in the Association.

Section 10. The voting power of Members shall be based upon the Lots owned and the vote allocated to such Lots by this Declaration. When more than one person is the Owner of a Lot, the votes for that Lot shall be cast as the Lot Owners shall determine, but in no event shall more than the vote allocated by this Declaration to the Lot be voted. The votes allocated to a Lot shall not be split but shall be voted as a single whole.

Section 11. A vote may be cast in person or by proxy. A proxy must be in writing, be signed by all Owners of the Lot, the vote of which is subject to the proxy, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all Owners of such Lot.

Section 12. Any action required by law to be taken at a meeting of the Members, may be taken without a meeting if authorization in writing, setting forth the action taken is signed by two-thirds (2/3) of the Members or as may otherwise be required by Missouri Statutes.

Section 13. If a meeting cannot be organized because a quorum is not present in person or by proxy, the meeting shall be reconvened from time to time until a quorum is present.

Section 14. When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy, unless express provisions of applicable law, or this Declaration, require a greater vote.

Section 15. At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all Members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

ARTICLE VI ASSESSMENTS

Section 1. The Declarant, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association based on a percentage equal to the total amount of Lots owned by each Lot Owner, divided by the total amount of Lots located within Wyncrest, as follows:

- (a) Annual assessments or charges, which shall be due and payable in one (1) annual payment unless the Board directs otherwise; and,

- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees and reasonable attorney's fees, shall be a charge on the Lot and all of the foregoing shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them in writing; and
- (c) All assessments which are levied to pay for the cost of illuminating, maintaining, replacing, insuring and landscaping any Common Land, including without limitation any entrance monuments for Wynncrest, and including without limitation those which are located beyond the boundaries of the Development.

Section 2. Each year on or before December 1, the Board of Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, services, supplies and any other work which will be required during the ensuing calendar year for the rendering of all services and the performance of all of the powers and duties of the Board of Directors, including but not limited to the repair and maintenance of Common Land together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to each Lot Owner based upon a percentage equal to the total amount of Lots owned by each Lot Owner, divided by the total amount of Lots located within Wynncrest. On or before January 15 of the ensuing year, each Owner shall be obligated to pay to the Board of Directors, or as it may direct in such installments as is deemed appropriate by the Board of Directors, the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board of Directors shall, if requested, supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year, the amounts actually collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. This annual accounting shall be supplied to first mortgage holders within ninety (90) days of the fiscal year, if requested by such first mortgagee.

Section 3. The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements which are not originally included in the annual estimate and which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, which shall be assessed to each Lot Owner, the Board of Directors shall serve notice of such further assessment on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further

assessment shall become effective fifteen (15) days after the delivery or mailing of such notice of further assessment. All Lot Owners shall be immediately obligated to pay the adjusted amount.

Section 4. When the first Board of Directors elected hereunder takes office, the Board of Directors shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing sixty (60) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Lot Owners during said period as provided in Sections 1 and 2 of this Article VI.

Section 5. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the Lot Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Lot Owner shall continue to pay the maintenance charge at the then existing rate established for the previous period until the payment is adjusted and ten (10) days notice thereof mailed to the Lot Owners.

Section 6. The Board of Directors shall keep or cause to be kept full and correct books of account and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner or any mortgagee thereof at such reasonable time or time during normal business hours as may be requested by any Lot Owner, its representative or mortgagee.

Section 7. All funds collected hereunder shall be held and expended for the purposes designated herein. All checks, drafts or other forms of payment shall require the signature of one (1) member of the Board of Directors, or its designated agent.

Section 8. If any Lot Owner fails or refuses to make any payment of any assessment when due, the amount thereof, together with interest at the rate of ten percent (10%) per annum, a late charge equal to twenty-five percent (25%) of the amount due, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement shall constitute a lien on the interest of such Lot Owner in the property, and upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Lot Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Lot Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Lot Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the Lot covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of his encumbrance. Any late

charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Lot Owner's default to the holder of this first mortgage on said Lot if such default is not cured within thirty (30) days.

Section 9. The lien to secure payment of common expenses shall be in favor of the Association and shall be for the benefit of all Lot Owners, and may be foreclosed by an action brought in the name of the Board, in like manner as a mortgage or real property, as provided in Sections 443.190-443.440 V.A.M.S., as amended.

Section 10. Suit to recover unpaid common expenses, interest thereon and attorney's fees and costs, plus late charges, may be brought by the Board of Directors without foreclosing or waiving the lien securing same, and such action shall not constitute a waiver of the Board of Directors' right to invoke any other remedy provided for herein, or otherwise available of law or in equity.

Section 11. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Land or abandonment of his or her Lot.

Section 12. In addition to the annual assessment provided above, each Lot shall be subject to a one time assessment equal to twenty percent (20%) of the annual assessment for such Lot during the fiscal year such Lot is conveyed to a Lot Owner, and with respect to those Lots retained by Declarant, during the fiscal year Declarant begins construction activities on Lots for its own account. The assessment levied pursuant to this Section shall constitute a contribution to the working capital fund of the Association and shall not constitute an advance payment of any regular annual assessment pursuant to this Article or any special assessment pursuant to Article VI, Section 13.

Section 13. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Properties or Common Land or to any Lot or Lots, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A membership who are voting in person or by proxy at a meeting called for this purpose, and the consent of the Declarant as long as the Declarant owns a Lot within the Properties. During the Declarant control period, the Declarant may unilaterally levy special assessments from time to time without having to receive the consent of any Class A members.

Section 14. In addition to the annual assessments authorized in this Article VI, the Board of Directors shall make an annual assessment in accordance with the procedures set forth in this Article VI for the repair, operation and maintenance of storm water control easements, including all underground and aboveground facilities and pipes used in connection therewith and access easements to such storm water control easements. The maximum amount of such assessment shall be set by the Board of Directors. The assessment herein provided shall be made until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District.

Section 15. The Declarant shall have the unilateral right during the Declarant control period and thereafter the Board of Directors shall have the right to perform work due to emergencies and to assess the Lot Owners for recoupment of such costs in accordance with the assessment procedures set forth in this Article VI.

ARTICLE VII EXEMPT LOTS

Section 1. In order that those Lots upon which dwellings are constructed and occupied may with reasonable promptness receive the benefits of maintenance by the Association for the enjoyment of the residents therein, and also be subject to assessments therefor, and so as not to discourage the Declarant from voting for such assessments at such times as when the Declarant may own a substantial number of Lots in the Development upon which there may be no construction at all or where there may be construction in progress with no occupants residing thereon, and the assessments for which would impose a burden on the Declarant without the Declarant requiring, desiring or receiving the benefits of such maintenance, it is therefore expressly provided that each of the Lots in the Development prior to the time a dwelling is constructed thereon by Declarant and conveyed by the Declarant or owned by the Declarant but occupied for residency purposes, shall be exempt lots from the assessments, charges and liens created herein for any amounts, anything in these covenants and restrictions to the contrary notwithstanding.

It is understood that upon the conveyance by Declarant of a Lot following completion of a dwelling thereon by Declarant or upon the occupancy of any dwelling on a Lot owned by Declarant which was theretofore entitled to the above exemptions, or upon the conveyance of an unimproved Lot by Declarant to any third person or entity, any such Lot shall have no further exemption and shall be subject to the full amount of the assessments as elsewhere set forth in Article VI. Prior to conveyance or occupancy of Lots upon which Declarant's construction of dwellings has been completed and for which certificates of occupancy have been issued, but which Lots are not yet sold and conveyed or occupied, such as display models, the Declarant shall be responsible for the maintenance of such Lots in a manner typical of the average maintenance of the Lots and dwellings in the Development.

ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. In the event an Owner of any Lot shall fail to maintain, repair or restore the premises and the improvements situated thereon, in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and easement, through its agents and employees, to enter upon said Lot and to repair, maintain, replace, restore and landscape said Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. No Owner shall perform maintenance, repairs or replacements or make any improvements to any Lot or to do any

landscaping on any Lot which would alter the uniform appearance of the Property, without first obtaining the consent of the Board of Directors under the provisions of Article X below.

ARTICLE IX RESTRICTIONS

The use of all of Lots, with the exception of lots No. 37 and 43, as those lots are depicted on the plat of Wynncrest, and Common Land is restricted as follows:

Section 1. No part of any Lot shall be used for a purpose other than single-family attached dwellings and uses accessory thereto. The term "single-family dwelling" shall mean a building occupied as a residence.

Section 2. No Lot Owner shall place or cause any obstruction on any portions of the Common Land nor any storage in the Common Land. No clothes, laundry, bicycles or other articles shall be hung, exposed or stored in any portion of the exterior or yard area of any Lot or on or about the exteriors of any buildings, or in the Common Land.

Section 3. No attached single-family residence shall be erected on any Lot nearer the front Lot line, or side Lot line if the Lot is a corner Lot, than the building line shown on the recorded plat, unless a variance from the building line is granted by the City of Wildwood, Missouri or its successor. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, except that no portion of any building, including its eaves, steps or porches shall encroach upon an adjoining Lot. No Lot shall be improved or altered in such a way as to be in violation of Section 1005.200(G)(2) of the Ordinances of the City of Wildwood, to the extent such Ordinance remains extant.

Section 4. No fence, radio or television antenna shall be affixed to or placed upon any building or on any Lot without prior written consent of the Board of Directors, it being understood that such permission shall not normally be granted unless the specified Lot location or item requested will result in no possible adverse effect to other Lot Owners. In the event the Board of Directors agrees to allow any Owner of a Lot to install a fence on his or her Lot, the size of the fence should not extend beyond the footprint of the foundation of the home situated on any Lot. All fencing must be similar in uniform and style should any fence extend beyond any foundation line. The Board of Directors shall have the right to allow a Lot Owner to extend a fence beyond the foundation line provided the Owner submits written plans indicating the location and type of fencing to be installed. The Board of Directors shall have thirty (30) days from the date of a written request to respond to such request. Unless an affirmative written response is provided, the request to extend the fencing beyond the foundation line shall be deemed to be rejected. If, from time to time, the Board of Directors grants an approval to a Lot Owner for placing a fence beyond a foundation line, giving such approval on one occasion shall not give rise to the obligation of the Board of Directors to give its approval on a uniform basis, and shall not be deemed to be a waiver by the Board of its right to approve any other requests for fencing to be installed beyond the foundation line of any Lot. Circumstances where, for example, consideration would be appropriate would include, without limitation, grading issues with respect to a Lot or a corner or side lots. The Association may, in its sole discretion, allow satellite dishes which are not in excess of 24 inches by

24 inches in size to be placed on certain areas within a Lot. The permission to install a dish shall be given in writing by the Association's Board of Directors, which shall have thirty (30) days to reject any written request, and if not rejected in that time, said request shall be deemed to have been approved. All requests shall be in writing, shall state the size of the proposed dish, and the place of location of the dish. If as a result of the installation of the dish, the Association is unable to maintain a portion of the Lot, the one affected Lot Owner shall become solely responsible for such maintenance in the affected area.

Section 5. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Development except that two: dogs, cats, birds or other household animals may be kept as pets in any dwelling.

Section 6. No noxious or offensive activity shall be carried on in any dwelling or on the Common Land nor shall anything be done which will become an annoyance or a nuisance to the other Owners or occupants.

Section 7. No billboards, signs, above-ground swimming pools, metal swing sets, objects of unsightly appearance, including without limitation, yard statues or yard monuments, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Development. No commercial activities of any kind shall be conducted in any building or on any portion of the Development except activities intended primarily to serve residents thereof. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant during the construction and sales period, or by the Association in furtherance of its powers and purposes set forth in this Declaration as the same may be amended from time to time. Notwithstanding the foregoing, the Declarant and any Lot Owner shall have the right, from time to time, to erect sale signs solely for the purpose of advertising the Lot/home being sold and the size of the sign shall be no more than 24 inches by 24 inches in area.

Section 8. All equipment and garbage cans shall be kept or stored in courtyards or garages so as to conceal them from view of neighboring dwellings. Woodpiles shall be kept in backyards to conceal them from view of neighboring dwellings. No bicycles, toys or similar objects shall be stored or regularly be permitted to be left outside so as to be visible from the front street.

Section 9. No motorcycle, boat, trailer, recreational vehicles, off road vehicle, or other motor vehicle, except an automobile or non-commercial pick-up truck which is used as a passenger vehicle, shall be stored or parked overnight in any parking area, street, driveway or in any other place or location within the Development, except an enclosed garage, without the written approval of the Board of Directors. Requests for permission for such exterior storage shall be submitted in writing to the Board of Directors and approved by them, and shall include details as to the method by which such equipment will be screened from view of other Lot Owners. The Board of Directors shall have the right to have any such vehicle which is improperly parked or stored towed away, at the expense of such violator, and with no liability to the Board of Directors. The foregoing restriction shall not apply to the Declarant, its agents or contractors during the construction period.

Section 10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash,

garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions.

Section 11. Easements, installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 12. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. No tent, shack, barn, or other outbuilding shall be permitted in the subdivision, nor shall any residence of a temporary character be permitted.

Section 14. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry islands, or median strips, without the written approval, if required of the City of Wildwood, Missouri, and the Board of Directors of the Association as set forth in Article XI below.

Section 15. No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family, without the consent of the Board of Directors, which consent shall not be unreasonably withheld. Any Lot Owner may engage in any of the following businesses within his/her residence: medicine, law, accounting, engineering, computer sales, general sales, and merchandising.

Section 16. All retaining walls built within the Development shall be built using stone, natural rock or pre-cast concrete blocks. Under no circumstances shall wood treated materials be used.

ARTICLE X EASEMENTS

The rights and duties of the Owners of Lots within the subdivision with respect to sewer, water, electricity, gas and telephone and connections thereto shall be governed by the following:

Section 1. Wherever connections of sanitary and storm sewer, water, electrical, gas or telephone lines are installed within the Development and the connections, or any portion thereof, lie in or upon Lots, buildings or structures thereon owned by others than the Owner served by said

connections, Declarant hereby reserves to itself, its successors and assigns, and grants to the Association, its directors, officers, agents and employees, Metropolitan St. Louis Sewer District, Metro West Fire Protection District, Caulks Creek Watershed, St. Louis County Water Company, Laclede Gas Company, Southwestern Bell Telephone Company, Ameren Union Electric Company, Charter Communications, together with their successors, and the Owners of any Lots served by said connections shall have the right to, and are hereby granted a non-exclusive easements to the full extent necessary, over, under and through the Development, including lots No. 37 and 43, as those lots are depicted on the plat of Wynncrest, to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots or to have the utility companies or repairmen enter upon Lots within the Development in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, and further, if the Association deems the repair, replacement or maintenance of any such connection to be an emergency, the above mentioned shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Lots served by such connection in the amounts the Owners would otherwise be responsible for under this Article X, and each Owner, for himself/herself, his/her heirs, successors and assigns, covenants that he/she will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not so paid on the date when due, shall become a continuing lien on the property and the personal obligation of the Owner, and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in this Declaration, for other assessments by the Association. Declarant makes no warranties or claims with respect to the health hazards of certain utility lines. Lot Owners assume any and all risks inherent with existence of utility lines, including but not limited to electrical lines, over any Unit or Common Area.

Section 2. Wherever joint house connections of storm and sanitary sewer, water, electrical, gas, telephone or television aerial lines are installed within Wynncrest and the connections serve more than one Lot, the Owners of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connection as services their respective Lots.

Section 3. In the event any portion of any connection or line is obstructed, damaged or destroyed through the act of any Owner of a Lot being served by said connection, or any of such Owner's agents, guests, or members of such Owner's family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the first of such Owners shall forthwith proceed to replace or repair the same to as good condition as formerly without cost to the other Owners served by said connection. In the event any portion of any connection or line is obstructed, damaged or destroyed through the act of an Owner of a Lot being served by said connection, or any of such Owner's agents, guests, or members of such Owner's family, whether or not such act is negligent or otherwise culpable, so as to deprive the Declarant from being able to receive all or any portion of a return of any monies placed in escrow with the governmental authority having jurisdiction, then, in such event, the Owner shall be obligated to reimburse the Declarant the amount which continues to remain held in escrow due to the acts or omissions of the Owner, and the Owner shall be

responsible for paying to the Declarant interest at a rate of nine percent (9%) per annum, plus all costs and reasonable attorney's fees in the event the Declarant is compelled to bring an action to collect payment for its losses in enforcing this provision.

Section 4. In the event any portion of any connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his agents, guests, or members of his/her family (including ordinary wear and tear and deterioration from lapse of time), then in such event, if said obstruction, damage or destruction shall prevent the full use and enjoyment of said connection by the Owner of any Lot served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

Section 5. In conjunction with any repair, replacement or maintenance of any connection the premises thereby affected shall be restored to their condition prior to such repair, replacement and maintenance and the cost thereof borne as provided for the cost of repairs.

Section 6. Declarant hereby reserves to itself, its successors and assigns, and grants to the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel, and all similar persons are hereby granted an easement to enter upon the Property including any portion thereof and including the Lots, lots No. 37 and 43, as those lots are depicted on the plat of Wynncrest, and Common Land in the exercise of the functions provided by this Declaration, in the event of emergencies, to provide for exterior maintenance, and in the performance of proper governmental functions. Except in the case of any emergency, when access shall be immediate, the right of entry created by this Section 6 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of, any Owner or tenant directly affected by such entry.

Section 7. Declarant hereby reserves to itself, its successors and assigns, and grants to the Association, its directors, officers, agents and employees, and the Lot Owners, a right of ingress and egress over and the right of access to the Common Land and the right to such other temporary uses of the Common Land and any Common Land as may be required or reasonably desirable (as determined by Declarant) in connection with the construction, development, and operation of the Property including without limitation an easement to install, repair and replace utility lines and connections, and the right to grant right of way through and to improve or otherwise change the character of any portion of Common Land at any time, even after the Declarant's rights have otherwise expired.

Section 8. To the extent that any portion of any improvement which is part of the initial improvements constructed by Declarant on a Lot (or repairs, restorations, or replacements of such improvements) encroaches on any other Lot, or Common Land, whether by roof or building projection or overhang, a valid easement for such encroachment shall exist. Declarant hereby reserves to itself, its successors and assigns, the Association, its directors, officers, agents and employees, the right to enter upon a reasonable portion of such other Lot, or Common Land at reasonable times for the purpose of performing repairs and maintenance to his or her Lot; provided that following such entering the Declarant or the Association so entering promptly restores such other Lot, or Common Land to its condition immediately prior to such entry.

Section 9. Declarant, its agents, employees and successors shall have a right of ingress and egress over the Lots, including lots No. 37 and 43, as those lots are depicted on the plat of Wynncrest, and Common Land and the right to such other temporary uses of the Common Land as may be required or reasonably desirable (as determined by Declarant) in connection with the construction, maintenance and development of the Property. The Board of Directors shall have the right and easement to enter upon any Lot to perform normal maintenance and landscaping work, including but not limited to the watering of any lawns if any Lot Owner shall fail to landscape or care for his/her Lot or water his/her lawn.

Section 10. At any time while this Declaration is in effect, the Association, its directors, officers, agents and employees, shall have the authority for itself and on behalf of the Lot Owners to enter into and to enforce any terms and conditions expressed in any access easement, road maintenance agreement, easement for the use and maintenance of any entrance monument, whether the same is within the property or is located on property which is beyond the Development.

Section 11. At all times while this Declaration is in effect, the Association, its agent and employees, are hereby granted an easement to: (a) enter upon any Lot or property in order to maintain, repair, replace all entrance monuments, (b) to irrigate and landscape about and around any such monuments; and (c) to repair, maintain, replace and restore the exterior walls (stone, masonry or tie) located on any of the Lots, or on lots No. 37 and 43, which exterior walls were installed by the Declarant, and are shown on the record plat of the Property. Exterior walls installed by any Lot Owner for ornamental purposes shall be maintained by said Lot Owner, and not by the Association. The costs for doing all of this work, except for ornamental exterior wall maintenance, shall be an expense of and shall be paid by the Association.

Section 12. Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association, its directors, officers, agents and employees, Metropolitan St. Louis Sewer District, Metro West Fire Protection District, Caulks Creek Watershed, St. Louis County Water Company, Laclede Gas Company, Southwestern Bell Telephone Company, Ameren Union Electric Company, Charter Communications, together with their successors, a non-exclusive fifteen to twenty foot (15-20') wide easement, running along and extending from the perimeter of both sides of Wynncrest Drive, as depicted on Exhibit "A" attached hereto, for the purpose of installing, repairing and maintaining utility lines and Wynncrest Drive. Declarant, however, makes no warranties or claims in regard to the health hazards of certain utility lines, and the Lot Owners assume any and all risks inherent with existence of utility lines, including but not limited to electrical lines, over any Unit or Common Area. Further, the Declarant grants to the Lot Owners, and to their guests, a right and easement to, on and over said easement, for the use and enjoyment of said Lot Owners and guests.

Section 13. Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association, its directors, officers, agents and employees, Metropolitan St. Louis Sewer District, Metro West Fire Protection District, Caulks Creek Watershed, St. Louis County Water Company,

Laclede Gas Company, Southwestern Bell Telephone Company, Ameren Union Electric Company, Charter Communications, together with their successors, an easement over, under and through the fifteen foot (15') wide non-exclusive easement extending from the perimeter of the southern boundary of the Property, running along Clayton Road, as depicted on Exhibit "A" attached hereto, for the purpose of installing, repairing and maintaining utility lines and Clayton Road. Declarant, however, makes no warranties or claims in regard to the health hazards of certain utility lines, and the Lot Owners assume any and all risks inherent with existence of utility lines, including but not limited to electrical lines, over any Unit or Common Area.

Section 14. Declarant hereby reserves unto itself, its successors and assigns, the Association, its directors, officers, agents and employees, together with their successors, an easement over, under and through the entrance monument non-exclusive easement, which easement is located along both sides of Wynncrest Drive, at the southwestern boundary of the Property, abutting Clayton Road, as depicted on Exhibit "A" attached hereto, for the purpose of installing, repairing, landscaping, replacing, insuring and maintaining the entrance monument for the Development.

Section 15. Declarant hereby reserves unto itself, its successors and assigns, the Association, its directors, officers, agents and employees, together with their successors, an easement over, under and through three (3) non-exclusive easements, located in the middle of Wynncrest Drive: one (1) located in the southwestern portion of the Property abutting Clayton Road; one (1) located near Lots Number 67 and 68; and one (1) located near Lots Number 63 and 64, all three (3) of which are identified as Common Ground and Easement on Exhibit "A" attached hereto, for the purpose of installing, repairing, landscaping, replacing, insuring and maintaining landscaped medians.

Section 16. Declarant hereby grants a non-exclusive temporary construction license to St. Louis County, Missouri, at the southwestern boundary of the Property, abutting Clayton Road, as depicted on Exhibit "A" attached hereto, for the purpose of making cuts, fills and a sloping embankment, constructing drives, providing working room and implementing any and all other related construction items until such a time as the construction may be completed and the property subject to the license has been accepted by St. Louis County, Missouri, or its assigns, at which time, this license shall terminate.

ARTICLE XI ARCHITECTURAL CONTROL

Section 1. No building, home, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design with structures, abutting the proposed improvement and location in relation to surrounding structures and topography by the Board of Directors of the Association.

In the event said Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event plans and specifications are approved by the Board of Directors, then, in that event, the applicant shall obtain the consent of the City of Wildwood Department of Public Works prior to the commencement of work.

Before any Lot Owner shall commence to do any of the following, he/she shall first obtain the written consent of the Board of Directors, in accordance with the plan submission and approval process set forth in this Article XI;

- (a) repaint, replace, or repair any external surface, except that same may be repainted, replaced or repaired to cause the exterior surface to be returned to its original condition and appearance;
- (b) erect a fence of any kind, except for a fence to be placed around a swimming pool, which fence shall not exceed four (4) feet in height;
- (c) install a hot tub;
- (d) plant any additional shrubbery in the front yard of any Lot which is in excess of three (3) feet in height;
- (e) add any addition to any home located on a Lot; and
- (f) erect a deck or patio.

The purpose of the foregoing requirements is to ensure that the appearances, aesthetics, and design of the development shall at all times remain constant and uniform and to ensure that no easements or drainage swales or ways are adversely affected by any of the foregoing.

ARTICLE XII DEVELOPMENT RIGHTS

Section 1. Each person or entity acquiring a Lot, and the owner(s) of lots No. 37 and 43 within the Development, and their mortgagees, shall be conclusively deemed to have appointed the Declarant as their attorney-in-fact for a period of time expiring ten (10) years from the date of recording of this Declaration for the following purposes. During this period, Declarant reserves the right, but not the obligation, and shall have full power and authority to amend the Declaration and plat to:

- a) subject any additional property which had not been subjected to this Declaration to the covenants, conditions and restrictions of this Declaration;

- b) to delete any property still owned by Declarant from the plat and from the covenants and restrictions hereof;
- c) to extend or expand the Development, including roads, Lots and Common Land;
- d) to convert unsold Lots into Common Land; and
- e) to amend this Declaration unilaterally to make its terms comply with applicable ordinances, statutes or laws, or make corrections of any errors or to facilitate its development of the Property.

Declarant reserves the right, but not the obligation, to create, or to modify Lots and Common Land, to grant easements and rights of way through any portion of the Common Land, and to subdivide with respect to any property added pursuant to the terms of this Section. Said development rights may be exercised with respect to different property added to or deleted from this Section at different times. Declarant reserves the right, and is hereby granted a license, but not the obligation, to create, reserve, or grant easements for development purposes as for utilities including, but not limited to, gas, electric, water, sewer, cable television, and access to such easements (including any Lot) for the benefit of the property. All Lot Owners and the Association hereby consent and grant unto Declarant the power and authority to grant temporary easements over, under and through any of the Property to any entity or person so that Declarant shall have the ability to exercise its development rights. Unless otherwise provided for in this Declaration, Declarant shall be obligated to have fully exercised its development rights within ten (10) years from the date this Declaration is recorded. Declarant reserves the right but not the obligation, to construct a total of seventy-two (72) residences on the Development property, as more particularly described in Exhibit "B" attached hereto, unless the governmental authority having jurisdiction shall authorize Declarant to develop additional Lots, whereupon the Declarant shall have the right to develop additional Lots, and to expand the size of the subdivision, and subject to receiving all necessary approvals from the City of Wildwood, the Declarant shall have the unilateral right to expand the size of the subdivision and shall be deemed to have received all consents necessary from the Lot Owners and Board of Directors of the Association to do so, regardless of whether the Declarant control period continues in affect or has expired. In order to subject any property reserved for future development to this Declaration, Declarant shall execute an amendment to this Declaration, along with a plat designating whether the property shall be a Lot, or Common Land or area to be dedicated for public use, and said property designated on the plat shall contain a metes and bounds description. Said amendment and plat shall be recorded in the St. Louis County Recorder of Deeds. Improvements located on or in property which will be subjected to this Declaration will be substantially completed in accordance with and subject to the covenants, conditions and restrictions of this Declaration. All future improvements will be consistent with initial improvements in terms of quality of construction.

Section 2. Notwithstanding any provision of this Declaration to the contrary, at all times and from time to time, during the time Declarant owns any Lot in the Development, Declarant (and its successors, assigns and mortgagees) shall have the right and privilege:

- (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners (the size, location, and design of which shall be in the sole discretion of the Declarant) for the purpose of aiding the sale of Lots in this Development;
- (ii) to erect, place, maintain and remove directional, informational and for sale signs anywhere in the Development, including without limitation, any Common Land, easements, rights of way, or Lots located therein;
- (iii) to maintain Lots as sales, model, management, business and construction offices;
- (iv) to maintain and locate construction trailers and construction tools and equipment within the Property; and
- (v) to grant easements on, over and in the Property at all times while the Declarant shall be in control of the Association.

The construction of improvements by Declarant shall not be considered a nuisance and Declarant hereby reserves the right and privilege for itself (and its successors, assigns and mortgagees) to conduct the activities enumerated in this Section until all present and future Lots of the Property have been completed and conveyed to third parties. All rights afforded Declarant under this section shall inure to the benefit of any mortgage holder acquiring title to any Lot hereunder.

Section 3. Notwithstanding any provision of this Declaration to the contrary, each grantee of Declarant, by the acceptance of a deed of conveyance, and each subsequent purchaser, by the acceptance of a deed of conveyance and each deed of trust holder by acceptance of a deed of trust shall be deemed to have consented to any amendments to this Declaration and By-Laws as may be filed by the Declarant or its successors or assigns, to qualify the Property or the Lots thereof, and to meet the requirements for Federal Housing Administration (FHA), Veteran's Administration (VA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Association (FHLMA) or any other governmental financing agency. Without limiting the generality of the foregoing, each Lot Owner and holder of a deed of trust shall by taking title to a Lot or accepting the Deed of Trust, be conclusively deemed to have appointed the Declarant as such Lot Owner's and deed of trust holder's agent and attorney-in-fact for a period of ten (10) years from the date of recording of this Declaration, and for such Owner to acknowledge the consent of such Lot Owner to an amendment or amendments to comply with the requirements of FHA, VA, FNMA, FHLMA or other governmental agency for financing. During this ten (10) year period, no Lot Owner or deed of trust holder shall have the authority to revoke said attorney-in-fact, and for the foregoing purposes, the Declarant is hereby constituted the attorney-in-fact for each Lot Owner and deed of trust holder to execute any instrument to carry out the terms and provisions as provided for herein.

Section 4. All Lot Owners in property which is annexed as provided in Section 1 of this Article shall have such voting rights and assessment obligations as are contained in the Declaration

as of the date title to the Lot is conveyed to such Owner. All assessments shall be prorated so that a Lot Owner's obligation for assessments shall commence on the date title to the Lot is conveyed to such Owner.

ARTICLE XIII POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have the following rights, powers, duties and obligations:

Section 1. To acquire and hold the Common Land hereinabove described which said Common Land is set forth and shown on the plat of the Development, all in accordance with and pursuant to the aforesaid orders of the City of Wildwood, and its successors, and to deal with any Common Land so acquired under the provisions hereinafter set forth.

Section 2. To exercise such control over the easements, private streets, if any, (including the designation of parking areas) (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), and any entrance monuments, lights, street lights, gates, Common Land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities as may be shown on any recorded plat of the Development, and which now or hereinafter may exist in the Development, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of the same, and all Common Land by the necessary public utilities and others, including the right (to itself and others to whom it may grant permission) to construct, operate and maintain on, under and over the same, public utilities for service to the Lots shown on said plats, and the right to establish traffic rules and regulations for the usage of driveways, private streets, if any, and parking lots in the Development.

Section 3. To exercise control over any private cul-de-sacs and Common Land shown on the plat of the Development, to pay real estate taxes and assessments on said Common Land out of the general assessment herein provided; to maintain and improve same to promote the health, welfare, safety, morale, recreation, entertainment, education and for the general use of the Owners of Lots in the Development, all in conformity with applicable laws; to adopt and amend by-laws, to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Land, all for the benefit and use of the Lot Owners of the Development and according to the discretion of the Association.

Section 4. To purchase and maintain in force liability insurance, protecting the Association, its Board of Directors, officers and agents and Lot Owners from any and all claims for personal injuries and property damage arising from use of Common Land and facilities and guide wires located in this Development, and to purchase and maintain in force fire and other casualty insurance and any other insurance deemed necessary or appropriate to protect against damage to the Common Land and improvements thereto.

Section 5. To provide, maintain and replace street lights, entrance monuments (whether within or outside of the Development), and any private cul-de-sacs, including cost of any utility services therefor.

Section 6. The Association may, but is not obligated to provide water service as required for the Common Land for lawn maintenance, as authorized herein and to include the cost thereof in the assessments herein provided.

Section 7. To maintain, repair and replace any private streets located within the Development, and Common Land, and do exterior maintenance upon each Lot as set forth in Article VIII above.

Section 8. The Association may, but is not obligated to provide security service for the Development, including individual Lots and improvements thereon, and Common Land, the exact nature and scope of such service and the time of commencement thereof to be determined solely by the Association.

Section 9. Notwithstanding any other condition herein, it shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Wildwood or any municipality of which the Development may become a part, and for such purposes it shall not be limited to any maximum assessment.

Section 10. In exercising the rights, powers and privileges granted to it and in discharging the duties imposed upon it by the provisions of this Declaration, from time to time to enter into contracts, employ agents, servants and labor as it may deem necessary, to employ legal counsel to institute and prosecute such suits as it may deem necessary or advisable and to defend suits brought against it.

Section 11. Any action authorized by the Association hereunder shall be undertaken by Association officers and agents as authorized and directed by the Board of Directors of the Association, except those matters specifically calling for vote of the membership.

Section 12. At such time as the then Lot Owners of the Development become Owners of part or all of the Common Land theretofore conveyed to and held by the Association, the Association shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to such Common Land as hereinbefore set forth, and particularly the Association shall continue to collect for and make payment of the real estate taxes which may be levied on the Common Land by St. Louis County and/or by any other governmental body or agency.

Section 13. The Association shall repair, maintain, replace and restore the exterior (stone, masonry or tie) walls, if any, located on any of the Lots, unless such exterior walls are ornamental, in which case such ornamental exterior walls shall be maintained by the Lot Owner.

Section 14. The Association shall repair, maintain, replace and restore the stone walls, masonry walls, natural stone or pre-cast concrete block walls, if any, installed by the Declarant and depicted on the record plat of the Property whether located on Lots or Common Ground, and an easement for access to any Lots is hereby granted and reserved to complete any of the foregoing.

Section 15. The Association shall be responsible for the maintenance, repair, removal and

replacement of sanitary and storm sewers, retention or detention facilities, and any other sanitary or storm sewers or other drainage facilities located on or servicing any common ground or improvements thereon within the development, to the extent that any of the same are private or have not been accepted for dedication. The Association shall be responsible for the maintenance of all open storm water swales located on the Development. Each Lot Owner hereby grants the Association and its designated agents the right and easement to enter upon any Lot for the purposes of discharging this responsibility. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair, replacement and removal of the lateral sewage line or lines servicing such Owner's Lot.

ARTICLE XIV GENERAL PROVISIONS

Section 1. The captions of the various Articles are for purposes of reference only and are not deemed to have any substantive effect.

- (a) In the event any Mortgagee is required to pay taxes or other charges that are in default and that may or have become a charge against the Common Land, including the payment of any overdue insurance premium covering the Common Land, upon the lapse of said insurance policy, the Mortgagee making such payment shall have the right of immediate reimbursement from the Association.
- (b) The Board of Directors shall notify, in writing, the Mortgagee of any Lot Owner of any default in the performance of any obligation by the said Lot Owner under the terms and conditions of this Declaration that shall not have been cured within sixty (60) days after the default by the Lot Owner, provided the Board of Directors has actual notice of the existence of the mortgage.
- (c) Any agreement for professional management of the Properties or any other contract providing for the services of the Declarant shall not exceed three (3) years. Further, any such agreement must provide for termination by either party, without cause and without payment of a termination fee, upon ninety (90) days or less written notice.

Section 2. Upon written request to the Board of Directors, the holder of any duly recorded mortgage or deed of trust against any Lot shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the Lot Owner or Owners whose Lot ownership is subject to such mortgage or deed of trust.

Section 3. Notices required to be given to the Board of Directors may be delivered to any member of the Board of Directors either personally or by Certified Mail Return Receipt Requested addressed to such Director at his/her Lot or address.

Section 4. Notices required to be given any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Lot Owner is being administered.

Section 5. Each grantee of Declarant by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall insure to the benefit of such Lot Owner in like manner as though the provision of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 6. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7. The invalidity of any covenants, restrictions, conditions, limitations or any other provision of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 8. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule Against Perpetuities and be not subject to the laws of this State and all its political subdivisions, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri Law, or for the life or lives in being plus twenty-one years thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions. No provision in this Declaration shall limit the right of any property owner or resident from expressing any opinion or seeking any redress from any governmental body, nor shall any provision discriminate against any person on the basis of race, religion, national origin, or gender.

Section 9. Before any person shall become a member of and serve on the Board of Directors, he shall be able to be bonded. The Board of Directors shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Lot Owners in the sum of at least One Hundred Fifty Percent (150%) of the estimated annual operating expenses of the Association, a similar bond shall be required for any person or entity handling funds of the Association including but not limited to employees of a professional manager. The bond shall be written only by a bonding company approved to write fidelity bonds by the St. Louis County Circuit Court Probate Division for Personal Representatives and Administrators. The cost of premiums for such blanket bond shall be paid out of funds of the Association as a general charge and shall not be borne by the individual members of the Board of Directors.

Section 10. Whenever Board of Directors are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Development, or to acquire any lien thereon or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the Properties, such actions shall be carried out in the names of the members of the Board of Directors and their successors in office from time to time, as trustees, on behalf of some or all of the Lot Owners, as the case may be.

Section 11. Wherever the state, a political subdivision, or any other corporation, agency, or authority having the power of eminent domain shall seek to acquire any of the Common Land, such authority may conduct negotiations with the Board of Directors as representatives of all Lot Owners, and the said Board of Directors may execute and deliver the appropriate conveyance on behalf of all Owners in return for the agreed consideration. The Board of Directors must give written notice to holders of first mortgages at the commencement of such proceedings. In the event negotiations shall fail, the condemning authority may join the Association as party defendant in lieu of naming all Lot Owners; and such proceedings shall bind all Lot Owners.

Section 12. This Declaration, and the restrictions, limitations, conditions and covenants herein contained, shall be and remain in force and effect for the duration of the Development.

Section 13. Except as otherwise expressly provided for in this Declaration, no modification or amendment of the Declaration herein shall be valid unless such modification or written amendment has the written assent of sixty-seven percent (67%) of the Class A membership, and the written assent of the named Declarant (and any successor) if such amendment is made while the Declarant still has an interest in one or more of the Lots or until all Lots have been constructed and sold, and until such modification or amendment has been approved by the City of Wildwood or its successor in interest, and is duly recorded in the office of the Recorder of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall relieve or modify the obligations or rights granted to or imposed upon the Association or to eliminate the requirement that there should be Trustees, unless some person or entities are substituted for the Trustees, with the same responsibilities or duties in a manner approved by the Director of Planning of the City of Wildwood, or its successor in interest.

Section 14. The Association and its Board of Directors, its heirs and agents shall comply with all lawful ordinances, rules and regulations of the City of Wildwood, Missouri, or any municipality of which the Development may subsequently become a part, including, but not limited to, those affecting maintenance of private roadways, islands, sidewalks, street lights, open areas and recreational facilities and drainage facilities. The Declarant reserves the right to receive and retain any monetary consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by them for sewers, gas, pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision on the tract described in Exhibit "A" attached hereto and made a part hereof. The rights of the Lot Owners shall only be exercisable appurtenant to and in conjunction with their ownership of a Lot. Any conveyance or change of ownership in any Lot shall convey with it ownership in the Common Land and the

license, and no interest in the Common Land or in the license shall be conveyed by a Lot Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Land and rights to enjoy the license although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated. Where the provisions of the Declaration cannot be fulfilled by reason of unfilled vacancies among the Board of Directors, the City of Wildwood Council may, upon the petition of any concerned resident or Lot Owner of the Development, appoint one or more Directors to fill vacancies until such time as Directors are selected in accordance with the Declaration. Any person so appointed who is not a resident or Lot Owner within the Development shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be realized as a special assessment against the Property of the Development and which shall not be subject to any limitations on special assessments contained in the Declaration, By-laws or elsewhere.

IN WITNESS WHEREOF, the Declarant, by its duly authorized officers, has executed this Declaration this 28th day of MARCH, 2002.

LEVINSON BUILDING & REALTY
CORP., a Missouri corporation

CORPORATE SEAL



By: *Edward A. Levinson*
Edward A. Levinson, Vice President

BOARD OF DIRECTORS

TML
THOMAS J. LEVINSON

Edward A. Levinson
EDWARD A. LEVINSON

Michael M. Levinson
MICHAEL M. LEVINSON

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

On this 1st day of APRIL in the year 2002, before me appeared THOMAS J. LEVINSON, EDWARD A. LEVINSON and MICHAEL M. LEVINSON, to me personally known, who, being by me duly sworn, did say that they are members of the Board of Directors of Wyncrest, described in and who executed the foregoing instrument, and acknowledged said instrument was signed on behalf of the Board of Directors and THOMAS J. LEVINSON, EDWARD A. LEVINSON and MICHAEL M. LEVINSON, acknowledged said instrument to be the free act and deed of said Board of Directors.

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

Laura L Peterson
Notary Public
LAURA L PETERSON

My Commission expires:
June 22, 2003

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

On this 1st day of April in the year 2002, before me appeared EDWARD A. LEVINSON, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Levinson Building & Realty Corp., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of its Board of Directors and EDWARD A. LEVINSON 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 last above written.



Laura L. Peterson
Notary Public
LAURA L PETERSON

EXHIBIT "A"

The property depicted on the plat of Wynncrest Plat One, according to the plat thereof recorded April 16th, 2002 as daily number 1467

The property depicted on the plat of Wynncrest Plat Two, according to the plat thereof recorded April 16th, 2002 as daily number 1468.

The property depicted on the plat of Wynncrest Plat Three, according to the Plat thereof recorded April 16th, 2002 as daily number 1469.