

Declaration of Covenants and Restrictions For Westfield Woods

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Westfield Woods Community Association
Covenants and Restrictions

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THIS DECLARATION made on this 9th day of August, 1996, by S&D Partnership, a Missouri Partnership, hereinafter called “Developer”

WITNESSETH:

WHEREAS, Developer is the owner of the real estate described in Article II of this Declaration and desires to create thereon a residential community and to this end, desires to subject the real property described in Article II together with such additions as may be hereinafter made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer of Westfield Woods hereby forms an Association known as Westfield Woods Community Association for the purpose of exercising the functions set forth herein;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions, thereto as may be hereinafter made, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions and easements, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth.

ARTICLE I – Definitions Amendment 3 - October 11,2001

Section 1. The following words when used in this declaration (unless the context shall prohibit) shall have the following meanings:

- (a) “Assessment year” shall mean January 1, 1995, to December 31, 1995, and January 1 through December 31 of each succeeding year.
- (b) “Association” or “Community Association” shall refer to the Westfield Woods Community Association.
- (c) “The Properties” shall mean and refer to all such properties and additions thereto, as are subject to this Declaration.
- (d) “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Properties as heretofore defined.
- (e) “Living Unit” shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired, title by foreclosure.

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- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, here of.
- (h) "Common Properties" shall mean all real properties and the improvements owned by or to be maintained by the Association for the common use and enjoyment of the members of the Association including but not limited to all streets and cul-de-sacs which shall be public and other properties which the Developer shall designate. This includes, but is not limited to common ground, common element drainage easement, street lights, and entrance monuments.
- (i) "Good Standing" shall mean an "Owner" who has no outstanding financial obligation to the Association of Westfield Woods. This shall include all Assessments (Article IV) and Penalties (Article IX). **Amendment 3 - October 11,2001**
- (j) "Proxies" used in the C&R's must be in writing, from an "Owner" in good standing, and for the specific subjects listed on the published agenda. Stated on the proxy must be the name of the person issuing the proxy, the person to whom issued, and the subjects covered by the proxy. No "Owner" shall be able to vote more than three (3) proxies. **Amendment 3 - October 11,2001**

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property:

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Charles County, Missouri, and is more particularly described as follows:

All lots and ground situated upon the plat of Westfield Woods as recorded in Plat Book 1770, page 934 – 950 of the St. Charles County Recorder's Office, State of Missouri, which exact legal description attached hereto as Exhibit "A", and incorporated hereby by reference.

All of which real property shall hereinafter be referred to as "Existing Property". On the Existing Property is an easement for a recreational trail which shall not be blocked or otherwise prevent the common use of and enjoyment by the members of the Association.

Section 2. Addition to Existing Property:

Additional lands come subject to this Declaration in the following manner:

- (a) Additions by the Developer: The Developer may from time to time add to the Properties such land as is now owned or hereinafter owned or approved for addition by the Developer provided that the land so added shall at that time be bound by all of the terms of this declaration and any future modification thereof and provided that the Developer shall be under no obligations to add additional land to The Properties.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership:

Subject to provisions of Article V, Section 1, every person or entity who is a record owner of a fee of undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights:

After the Developer has called the election for the Board of Directors pursuant to Article V, Section 2, the Association shall have one class of voting membership: CLASS A: Class A members shall be all those owners as defined in Section 1. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot. Nor shall there be any division of any single vote.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS **Amendment 1 - May 28, 1998**

No assessment referred to in Article IV shall be due and payable by any owner of a lot located in Westfield Woods until an occupancy permit has been issued for an improvement located on such lot. If an occupancy permit is not required for occupancy of any improvement, then such assessments contained thereon are not due and payable until any and all improvements have been completed.

Section 1. Creation of the Lien and Personal Obligation of Assessments:

Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property when such assessment is made in accordance with Article IV, Section 3 herein. Each such assessment, together with the cost of collections hereof as hereinafter provided, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of any Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair,

replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. This includes, but is not limited to street lights, entrance monuments, the common ground and the common elements.

Section 3. Basis and Maximum of Annual Assessments:

At the first organized meeting of the association, annual assessments shall be determined, until such time the assessment shall be \$200.00 per lot per year, however, no lot shall be subject to the annual assessment until sold by the Developer.

From and after that time, the annual assessment may be adjusted by vote of the Members, as hereinafter provided, for the next succeeding period of three years.

Section 4. Special Assessments for Capital Improvements:

In addition to the annual assessments authorized by Section 3 hereof, the Association 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 or reconstruction unexpected repair or replacement of a described capital improvement upon any Common Properties, provided they any such assessment shall have the assent of the majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments:

The Association may change the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Under Section 4 and 5:

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the Meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5, and the required quorum at any such

Meeting 60% / 90%	Owners	Majority
Total Owners	115	58
First Meeting Quorum	69	35
2 nd Meeting Quorum	62	32
3 rd Meeting Quorum	56	29
4 th Meeting Quorum	50	26
5 th Meeting Quorum	45	23
6 th Meeting Quorum	41	21
7 th Meeting Quorum	37	19
8 th Meeting Quorum	33	17
9 th Meeting Quorum	30	16
10 th Meeting Quorum	27	14

subsequent meeting shall be ninety percent (90%) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment Due Dates:

The annual assessments provided for herein shall be due on January 1 of each and every year.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for closing. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 herein as the remaining number of months in that year bear to twelve. The same reduction in the amount of assessment shall apply to the first assessment levied against any property which is hereinafter added to The Properties by way of Act II Section 2 or by the sale of the specific lot by the Developer now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors:

The Board of Directors of the Association shall fix the date of commencement and the amount the assessment against each Lot for each assessment period of at least thirty (30) days in advanced of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment of Lien, The Personal Obligation of the Owner, The Lien, Remedies of Association:

If the Assessments or Liens are not paid on the date when due (being the dates specified or time period specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as

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hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigned.

If the assessment or lien is not paid within thirty (30) days after it is due it will then be considered delinquent. The delinquency thereafter will be charged at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest of the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessment; provided, however that such subordination shall apply only to the assessments which have become due and payable to a sale or transfer of such property pursuant to a decree of foreclosure, or any other in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter become due, nor from the lien of any such subsequent assessment.

Section 11. Curing of Default:

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00) to cover the costs of preparing and filing or recording such release.

Section 12. Cumulative Remedies:

The Assessment lien shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association or remedies otherwise provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 13. Exempt Property:

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to the public use except for the lots that may have easements in it; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to what extent of such legal exemption; and (d) all lots owned by the Developer.

Section 14. Common Properties:

The common properties which the Association shall maintain includes, but are not limited to the following: All common grounds and improvements thereon, all streets and cul-de-sacs. Maintenance of any part of or all of these common properties may be transferred upon acceptance by St. Charles or a municipality. The Developer may add to the common properties by a recorded instrument.

Section 15. Indemnification:

The Association shall indemnify every officer and Director against any and all expenses, including legal fees reasonably incurred by or imposed upon any officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director, provided that any such officer or director has acted in good faith or in a manner reasonably believed to be in, or not opposed to, the best interest of the members. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify, defend, and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment., this right to indemnification shall not exclude other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and Directors' and Officers' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 16. Indemnification for Actions of Others:

Property Unit Owners shall hold the Architectural control Committee, Developers, and Owners and occupants harmless from the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.

ARTICLE V - Board Amendment 3 - October 11,2001

Section 1. Composition of Board of Directors:

- A. The Board of Directors shall consist of three (3) “owners”. Each owner (Director) must be in “Good Standing” during his or her term. The three positions will be President, Secretary and Treasurer.
- B. The President shall preside over all meetings of the Board of Directors and of the voting members. The Secretary shall keep minutes of all meetings of the Board of Directors and of the voting members and in general perform all duties incident to the office of Secretary. The Treasurer shall keep all financial records and books of account.

Section 2. Nomination of Board of Directors:

- A. The President shall call the Annual Meeting, duly announced in accordance with Section (8) in this Article, with the “Nomination of Board of Directors” published on the agenda.
- B. Each owner in good standing may nominate one (1) candidate for the office of President, Secretary and Treasurer during the meeting or by “Proxy”.
- C. The nominator shall be responsible for determination of the nominee’s willingness to serve prior to nomination.
- D. The member must declare their willingness to serve in writing to the President prior to the adjournment of the annual meeting in ordered to appear on the election ballot. A declaration by e-mail or letter of willingness-to-serve on the nomination ballot will be acceptable.
- E. The President will call for the nomination and then a vote of each office, starting with the President then the Secretary and then the Treasurer. Each “Owner” present will have one vote. Any “Owner” will also be able to vote their proxies. The names of the three (3) nominees for each elective office receiving the most votes shall be placed on the election ballot for use in Section 3 in this Article.
- F. Once an owner has been nominated to an office, that owner will not be allowed to be the nominee for the remaining office(s).

Section 3. Election:

- A. The Secretary shall cause election balloting notices to be mailed with the names of the nominees from Section 2 in this Article to all of the registered lot owners within 7 days of the “Annual Meeting”. The due date of the ballots will be 21 days after the “Annual Meeting”. The election balloting notice shall list the names of the nominees for each elective office in alphabetical order. Each “Owner” in good standing may vote for one (1) candidate for each elective office and the successful candidate for each office shall be that eligible candidate receiving the greatest number of election votes. Nothing herein shall prohibit the write-in and election of an eligible “Owner” for

elective office. In the event of a tie vote, straws will be drawn to determine the winning candidate.

- B. The results of the election will be posted in the Westfield Woods Community Association Newsletter.

Section 4. Terms:

Effective with the election of Directors to take office on January 1, 2002 the newly elected Directors shall be elected to serve staggered terms of three (3) years, two (2) years and one (1) year. In this 2002 election, nominations for the specific offices of President, Secretary and Treasurer will be ordered. The newly elected President will serve a three (3) year term, the newly elected Secretary will serve a two (2) year term and the newly elected Treasurer will serve a one (1) year term. Thereafter, an election shall be held each year electing one Director for a three (3) year term to replace the Director whose term is expiring.

Section 5. Intentionally Left Blank:

Section 6. Resignation:

If a Board Member resigns his/her position, the remaining Board Members shall call a Meeting for the purpose of electing a replacement Board Member. This meeting must be called within 21 days of the resignation. Sections 2 and 3 in this Article will be used to nominate and elect the vacant Board Member position with the exception of the meeting date.

Section 7. Recall:

Any "Owner" may request the Board of Directors to hold a Meeting of "Owners" for the purpose of a Board Member Recall. The Board must hold the meeting within 90 days of such request. Owners present at the Board Meeting, which has been called to consider, among other things, a recall, by a majority vote of the "Owners" in good standing that are present, and/or valid proxies, may request the Board to initiate and circulate a ballot among the "Owners" for the removal of a Board Member. If the recall request is approved, the Board of Directors must complete the recall balloting within 21 days of the meeting. Such ballots shall be validated and tallied under the supervision of the other two (2) Board Members who shall certify the results and notify the Association. In the event of a successful recall, the remaining Board Members shall hold an election to replace the vacant Board position as stated in Section 6 in this Article.

Section 8. Annual Meeting:

The Board of Directors shall call for an annual meeting of the Lot Owners on the second Thursday of October of each and every year.

ARTICLE VI – Architectural Control Committee

Section 1. Review by Committee:

No building, fence, wall, other structure, construction or reconstruction of any kind shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to 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 to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, composed of one person, designated as Doyle Shockley, who shall serve until all lots are sold and living units built thereon or until such time as he shall resign. In the event Doyle Shockley resigns before all lots are sold by Developer, then said Doyle Shockley shall designate one person to be appointed to the Architectural control Committee to replace him, or shall designate that the Board of Directors shall appoint three (3) members as contained in Section 2 herein. Reference in this Declaration to “Architectural Control Committee: shall apply either to the aforesaid committee or his successor, whichever happens to be acting at the time. In the event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. After All Lots Are Sold:

After all lots are sold by the Developer, the Board of Directors shall appoint three (3) members to the Architectural Control Committee who shall serve at the pleasure of the Board of Directors.

Section 3. Submittals to Architectural Control Committee:

The following shall be the minimum requirements for review by the Architectural Control Committee:

1. New house plans; house additions:
 - a) Two full sets of architectural plans;
 - b) Color sheet describing materials and colors for shingles, brick, trim, siding, etc.;
 - c) Plot plan showing lot, house, and major improvements; and
 - d) Other information as may be deemed necessary
2. Decks, walls, pools, fences, other improvements:
 - a) Two sets of drawings of proposed improvements drawn to scale;
 - b) Color sheet;
 - c) Plot plan; and
 - d) Other information as may be deemed necessary.

If the Architectural Control Committee requires additional information, the thirty (30) day period specified in Section 1 above shall not apply. The thirty (30) day period will start at the date of submittal of the additional information.

ARTICLE VII – Use Restrictions

Section 1. General Provisions:

All of the Existing Property, including all streets and roadways within the subdivision, and all additional lands which shall be subject to this Declaration under Article II above, shall be subject to the following use restrictions:

1. **Land Use:**

No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

2. **Obstruction of Traffic:**

No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no living tree of a diameter of more than four inches measured two feet above ground level, lying outside the approved building or driveway shall not be removed without the approval of the Architectural Control Committee.

3. **Nuisances:**

No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel.

4. **Grades:**

Within any slope control area established by the Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which public authority or utility company is responsible.

5. **Fences: Amendment 6 – February 21, 2006**

No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee subject to the following guidelines:

1). **Fence Materials Composition:**

- a). Aluminum (wrought iron look).
- b). Vinyl.

2). **Fence Styles:** Picket Non Privacy 50% open with up to 2 inch open spacing with maximum 4 inch slat.

3). **Maintenance:** All fences must be cleaned at least every 2 years and breakage promptly replaced or repaired. If lumber is used then all rot and warping be promptly replaced and the fence must also be stained or painted at least every 2 years.

6. No Commercial Activities:

No commercial activity of any kind shall be conducted on any Lot, in any Living Unit, on the Common Properties, or any street or roadway within the subdivision but nothing shall prevent any promotional activities by the Developer.

7. Livestock: Amendment 5 – February 12, 2003

a) No hogs, cows, goats, birds, livestock or animals of any kind, other than domestic pets (except house pets with vicious propensities), shall be brought onto or kept on the Properties; and no more than two dogs, cats, or other such pets may be kept or maintained on any Lot or Living Unit.

b) **Animal Control Policy:**

For purposes of this Policy, the term "Owner" means any person owning, keeping, harboring or having custody of a dog or other animal within the City.

Duty of Animal Owners to be Responsible Owners. It shall be the duty of every owner of any animal, or anyone having any animal in his or her possession or custody, to exercise reasonable care and to take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from his or her animal's behavior, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity.

In the event that the owner or keeper of any animal is a minor, the parent or guardian of such minor shall be responsible to ensure that all provisions of this article are complied with.

Public Nuisances; Abatement of Nuisance; Notice of Violation. No Owner shall permit his or her Animal to damage or foul any lawn, garden or other property. An Owner shall have the responsibility of cleaning up any feces of the Animal and to dispose of such feces in a sanitary manner. Any owner or any individual walking an Animal off their own property must carry means to dispose of feces. Lack of such means is prima facie evidence of intent to violate this section of this policy.

8. Parking of Motor Vehicles, Boats and Trailers:

No trucks or commercial vehicles, boats, house trailers of every other description shall be permitted to be parked or to be stored on any Lot, street or roadway within the subdivision unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee except only during period of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, delivery, and other commercial services for a period not to exceed twenty-four (24) hours. No inoperable vehicles or apparatus may be kept, maintained or repaired anywhere in the subdivision.

9. Overhead Wiring:

No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on Lots without the consent in writing by the Architectural Control Committee established hereby and with the approval of the County Planning and Zoning Commission.

10. Laundry Poles:

No permanent poles for attaching wires or lines for the purpose of handling laundry thereupon shall be erected, installed, or constructed on Lots.

11. Antennas:

No outside radio antenna or television antenna or satellite dish shall be erected, installed or constructed on any Lot, without written consent of the said Architectural Control Committee.

12. Fuel Tanks:

No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot, unless approved by the Architectural Control Committee.

13. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or shed will be built or placed upon any Lot without submitting to the Architectural Control Committee plans and specifications in writing and receiving approval by the Architectural Control Committee. No such structure can be used as a residence, either permanently or temporarily.

14. Signs:

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot or Common Property; provided, however, that permission is hereby granted for signs naming the Development and for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose for advertising for sale or lease the lot or tract upon which it is erected.

15. Drilling and Quarrying:

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 excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. Dumping of Rubbish:

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition and out of view from the front of the Lot, except for the day of trash pick up.

17. Sewage Disposal:

No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

18. Water Supply:

No individual water system shall be permitted on any lot.

19. Utility Easements:

Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plats. Such easements shall include the right of ingress and egress for construction, installation and maintenance purposes. Adjoining said easements the Developer reserves construction easements of sufficient width to install the utilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage 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 shall be maintained continuously by the Owner of the Lot.

20. Care and Appearance of Premises:

The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right, upon thirty (30) days notice to the Owner of the Property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, or unsightly items and to cut grass, weeds, and vegetation and to trim or prune any hedge or other planting that in the opinion of the Board of Directors of the Association, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining properties or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors of the Association to keep such property in neat and good order all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand; if not paid within ten (10) days thereof then they shall become a lien upon the property affected, equal to priority to the lien provided for in Article IV hereof and collected as stated therein.

21. Private Driveways:

All private driveways leading from streets to any garage on any Lot shall be paved with concrete, asphalted concrete, or Roman stone concrete pavers, and installed and constructed according to generally accepted engineering principles and procedures.

22. Building Materials:

No building materials will be buried within the subdivision. All trash will be hauled off site and disposed of in proper disposal facilities.

SECTION 2. Provision Applicable to Lots Designated for Single—Family Dwellings:

Any Lot subject to this Declaration designated on a recorded plat for single—family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions:

1. Land Use:

None of said lots may be improved, used or occupied for other than private and single family residence purposes (except for model homes) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.

2. Height Limitation:

Any residence erected on any of said Lots shall not be more than two (2) levels in height above ground, provided, that a residence more than two (2) stories in height may be erected on any said lots with the written consent of the Architectural Control Committee.

3. Minimum Building Size Requirements:

Any residence must conform to the following minimum enclosed floor area:

- a) Ranches: 1650 square feet; and
- b) Two stories and one and a half stories: 2150 square feet.

The words “enclosed, floor area” as used herein shall mean and include any residence enclosed and finished for all year occupancy, computed on outside measurements of the residence and shall not mean and include any area of basements, garages, porches and attics.

4. Building Lines:

No part of any residence shall be located on any Lot nearer to the front street or the side street that is the front building line or ‘the side building line shown on the recorded plat; nor shall any part of any residence be located on a lot nearer than seven (7) feet to the side property line nor nearer than twenty—five (25) feet to the front or rear property line. However, a residence or part of any residence may be located on any lot nearer than the said building line shown upon said plat with the written consent of the Architectural Control Committee and with approval of the Town of Dardenne Prairie Board of Trustees. Provided, however, the following enumerated parts of any residence may project over the above described front, side and rear lines, for the distance shown, to—wit:

- a) Window Projections: Bay, bow, or oriel, former and other projecting windows not exceeding one store in height may project not to exceed two (2) feet;
- b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely

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ornamental purposes, may project a distance not to exceed two (2) feet;
and

- c) Vestibule Projections: Any vestibule not more than one (1) story in height may project a distance not to exceed two (2) feet.

5. Uncompleted Structures:

No residence shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. The outside exterior walls and trim shall be completely finished within one hundred twenty (120) days.

If the structure is not completed within the said periods of the starting date, the Owner of the Lot will be assessed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) every month until said structure is completed. If the ONE THOUSAND DOLLARS (\$1,000.00) is not paid within fifteen (15) days after the six (6) month period, the same conditions apply as under Article IV, Section 9 thereof.

6. Garages:

All garages must be a minimum of a two car garage and must be attached to the main dwelling house unless otherwise approved by the Architectural Control Committee. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. No carports will be allowed.

7. Frontage:

All dwelling houses shall front on the street on which it is located as shown on the recorded plat unless otherwise approved by the Architectural Control Committee. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the Architectural Control Committee.

8. Yard Finishing:

Any Lot not built upon by lot purchaser after 180 days of purchase from Developer shall be graded, seeded, mulched, and maintained by Lot Owner.

9. Exteriors:

All exterior siding or brick must be installed within eighteen (18) inches of grade.

10. Satellite Dishes:

Satellite dishes will be permitted, but must be concealed by fencing or landscaping.

11. Swimming Pools:

No above ground swimming pools will be allowed.

ARTICLE VIII - Easements

SECTION 1. Easement for Landscaping and Related Purposes:

There shall be and is hereby reserved to the Developer a perpetual and exclusive easement over all lots, or any Common Area or Community Facility, for a distance of ten (10) feet behind any lot line which parallels a street (whether it be public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

SECTION 2. Context:

As used in this Article, the term "Lot" shall be deemed to include all parcels or property which are part of the Property.

ARTICLE IX - General Provisions

SECTION 1. Duration:

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the Owners of the Lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

SECTION 2. Notices:

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3: Enforcement:

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

SECTION 4. Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Amendments: Amendment 4 – September 14, 2002

Any Owner may request the Board of Directors to hold a regular or special meeting of

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the Owners for the purpose of considering a resolution to amend the Covenants and Restrictions of this Declaration. This request must be in writing and must include the text of the proposed resolution. Upon receipt of such request the Board must schedule and conduct a meeting of Owners within 90 days of the date of such request. A majority vote of Owners present in good standing and/or represented by valid proxies at this meeting approving said Resolution will cause the Board to compose and circulate an Instrument of Change among all Owners for the purpose amending this Declaration. The Secretary shall cause this Instrument of Change to be distributed to all Owners within seven (7) days of the meeting at which the subject resolution was approved. The Owners must complete and return this change instrument within twenty-one (21) days of said meeting for it to be considered.

The provisions hereof may be amended, modified or changed by the written consent of a majority of all Owners. Should consent be granted by a majority of Owners the Board of Directors will cause such amendment, modification or change to be recorded in the Office of the Recorder of Deeds for St. Charles County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Directors or eliminate the requirement that there be Directors unless some person or entity is substituted for the Directors with their duties and responsibilities in a manner approved by the City of Dardenne Prairie.

SECTION 6: *Violations and Penalties:* Amendment 5 – February 12, 2003

Any homeowner that is found in violation of any term or condition of this Declaration will have thirty (30) days to cure the violation or violations after notifications in writing by the Board of Directors or the Developer. If the violation is not remedied within that period, the Owner will be charged an assessment of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month per violation except in the case of a violation of the Animal Control Policy when the penalty is TWENTY FIVE DOLLARS (\$25.00) per incident. If payment is not received within fifteen (15) days of the one (1) month period, the assessment will become a lien on said house and is subject to the same terms and conditions as in Article IV, Section 9.

SECTION 7: *Notice of Claim of Lien:*

The Board of Directors or the Developer may file with the Recorder of Deeds a notice of claim of lien against any lot for the violation of the Covenants and Restrictions.

IN WITNESS WHEREOF, Doyle W. Shockley and Linda S. Shockley, his wife, and Frederick W. Drakesmith and Mary M. Drakesmith, his wife, all of who comprise S&D Partnership, have caused these presents to be executed this 9th day of August 1995.

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

On this 9th day of August, 1995, before me personally appeared Doyle W. Shockley and Linda S. Shockley, his wife, and Frederick W. Drakesmith and Mary M. Drakesmith, his wife, all of who comprise S&D Partnership, who,

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being by me duly sworn did say that they are the owners of Westfield Woods, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires:

NOTARY PUBLIC (NOTARY SEAL)

Patricia A. Harris, Notary Public
State of Missouri, St. Charles County
My Commission Expires 2127197

Signed, notarized copy on file with Westfield Woods Association Secretary and filed with the Recorder of Deeds, County of St. Charles, State of Missouri

**AMENDMENT OF THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR WESTFIELD WOODS**

1st AMENDMENT

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTFIELD WOODS**

THIS FIRST AMENDMENT made on this 28th day of May, 1998, by S&L) Partnership, a Missouri Partnership, hereinafter called “Developer”.

WITNESSETH

WHEREAS, a Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on August 17, 1995, in Book 1770 at Pages 934-950; and

WHEREAS, those Declarations provide in Article V, Section 1, that Doyle W. Shockley shall exercise the powers and duties of the Board of Directors; and

WHEREAS, Article IX, Section 5, provides that the Developer, by and through Doyle W. Shockley, shall have the authority to add to or change the Declaration of Covenants and Restrictions in whole or in part until the first Board of Directors have been elected to office, which there has not been a first Board of Directors elected at this time.

NOW, THEREFORE, the Developer amends the, above referenced Declaration of Covenants and Restrictions as follows:

1. No assessment referred to in Article IV shall be due and payable by any owner of a lot located in Westfield Woods until an occupancy permit has been issued for an improvement located on such lot. If an occupancy permit is not required for occupancy of any improvement, then such assessments contained thereon are not due and payable until any and all improvements have been completed.

IN WITNESS WHEREOF, Doyle W. Shockley, as developer, causes this First Amendment to Declaration of Covenants and Restrictions for Westfield Woods to be executed on this 28th day of May, 1998.

Doyle W. Shockley

State of Missouri

)

Westfield Woods Community Association
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County of St. Charles) SS.
)

On this 28th day of May, 1998 before me personally appeared Doyle W. Shockley, who, being by me duly sworn did say that he is one of the partners of S&D Partnership, the Developer of the Westfield Woods, and authorized to execute this instrument on behalf of S&D Partnership and as Developer, who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My term expires:

(NOTARY SEAL)

NOTARY PUBLIC

2nd AMENDMENT

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTFIELD WOODS**

THIS SECOND AMENDMENT made on this 15th day of April, 1999, by S&D Partnership, a Missouri Partnership, hereinafter called “Developer”.

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on August 17, 1995, in Book 1770 at Pages 934-950; and

WHEREAS, a First Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on May 28, 1998, in Book 2079, at Pages 1721-1722; and

WHEREAS, those Declarations provide in Article V, Section 1, that Doyle W. Shockley shall exercise the powers and duties of the Board of Directors; and

WHEREAS, Article IX, Section 5, provides that the Developer, by and through Doyle W. Shockley, shall have the authority to add to or change the Declaration of Covenants and Restrictions in whole or in part until the first Board of Directors have been elected to office, which there has not been a first Board of Directors elected at this time.

NOW, THEREFORE, the Developer amends the above-referenced Declaration of Covenants and Restrictions as follows:

1. ARTICLE VII, Section 2, paragraph 9 pertaining to exteriors is hereby amended as follows:

9. Exteriors: All exterior siding or brick for those sides of the residence that face a street or are parallel and within one hundred (100) feet of a street are to be constructed to grade.

IN WITNESS WHEREOF, Doyle W. Shockley, as Developer, causes this Second Amendment to Declaration of Covenants and Restrictions for Westfield Woods to be executed on this 15th day of April, 1999.

Doyle W. Shockley

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

Westfield Woods Community Association
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On this 15th day of April, 1999 before me personally appeared Doyle W. Shockley, who, being by me duly sworn did say that he is one of the partners of S&D Partnership, the Developer of the Westfield Woods, and authorized to execute this instrument on behalf of S&D Partnership and as Developer, who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My term expires:

NOTARY PUBLIC

(NOTARY SEAL)

3rd AMENDMENT

Title: Third Amendment to Declaration of Covenants and Restrictions For Westfield Woods

Date: This Third Amendment is made on this 11th day of October 2001 by the Westfield Woods Community Association hereinafter referred to as the "Association".

Grantor/Grantee: Westfield Woods Community Association

Address: 3028 Highway K, PMB 589, St. Charles, MO 63304

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on August 17, 1995, in Book 1770 at Pages 934-950; and

WHEREAS, a First Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on May 28, 1998, in Book 2079, at Pages 1721-1722; and

WHEREAS, a Second Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on April 19, 1999, in Book 2238, at page 363-364; and

WHEREAS, those Declarations provide in Article IX, Section 5, that those Declarations may be amended by an instrument signed by the Association pursuant to a resolution passed and approving said amendment by a majority of the record owners of the fee simple title of the lots of record at the time the amendment is proposed; and

WHEREAS, on October 11, 2001, a majority of record owners cast their votes in favor of the following amendments,

NOW, THEREFORE, the Association amends the above-referenced Declaration of Covenants and Restrictions as follows:

The following definitions are in addition to the current definitions.

ARTICLE I

- i) "Good Standing" shall mean an "Owner" who has no outstanding financial obligation to the Westfield Woods Community Association. This shall include all Assessments (Article IV) and Penalties (Article IX).**

- j) "Proxies" used in the C&R's must be in writing, from an "Owner" in good standing, and for the specific subjects listed on the published agenda. The proxy must state the name of the person issuing the proxy, the person to whom issued, and the subjects covered by the proxy. No "Owner" shall be allowed to vote more than three (3) proxies.

Article V is a complete rewrite.

ARTICLE V

Section 1. Composition of Board of Directors:

1. The Board of Directors shall consist of three (3) "owners". Each owner (Director) must be in "Good Standing" during his or her term. The three positions will be President, Secretary and Treasurer.

2. The President shall preside over all meetings of the Board of Directors and of the voting members. The Secretary shall keep minutes of all meetings of the Board of Directors and of the voting members and in general perform all duties incident to the office of Secretary. The Treasurer shall keep all financial records and books of account.

Section 2. Nomination of Board of Directors:

1. The President shall call the Annual Meeting, duly announced in accordance with Section (8) in this Article, with the "Nomination of Board of Directors" published on the agenda.

2. Each owner in good standing may nominate one (1) candidate for the office of President, Secretary and Treasurer during the meeting or by "Proxy".

3. The nominator shall be responsible for determination of the nominee's willingness to serve prior to nomination.

4. The member must declare their willingness to serve in writing to the President prior to the adjournment of the annual meeting in ordered to appear on the election ballot. A declaration by e-mail or letter of willingness-to-serve on the nomination ballot will be acceptable.

5. The President will call for the nomination and then a vote of each office, starting with the President then the Secretary and then the Treasurer. Each "Owner" present will have one vote. Any "Owner" will also be able to vote their proxies. The names of the three (3) nominees for each elective office receiving the most votes shall be placed on the election ballot for use in Section 3 in this Article.

6. Once an owner has been nominated to an office, that owner will not be allowed to be the nominee for the remaining office(s).

Section 3. Election:

1. The Secretary shall cause election balloting notices to be mailed with the names of the nominees from Section 2 in this Article to all of the registered lot owners within 7 days of the "Annual Meeting". The due date of the ballots will be 21 days after the "Annual Meeting". The election balloting notice shall list the names of the nominees for each elective office in alphabetical order. Each "Owner" in good standing may vote for one (1) candidate for each elective office and the successful candidate for each office shall be that eligible candidate receiving the greatest number of election votes. Nothing herein shall prohibit the write-in and election of an eligible "Owner" for elective office. In the event of a tie vote, straws will be drawn to determine the winning candidate.

2. The results of the election will be posted in the Westfield Woods Community Association Newsletter.

Section 4. Terms:

Effective with the election of Directors to take office on January 1, 2002 the newly elected Directors shall be elected to serve staggered terms of three (3) years, two (2) years and one (1) year. In this 2002 election, nominations for the specific offices of President, Secretary and Treasurer will be ordered. The newly elected President will serve a three (3) year term, the newly elected Secretary will serve a two (2) year term and the newly elected Treasurer will serve a one (1) year term. Thereafter, an election shall be held each year electing one Director for a three (3) year term to replace the Director whose term is expiring.

Section 6. Resignation:

If a Board Member resigns his/her position, the remaining Board Members shall call a Meeting for the purpose of electing a replacement Board Member. This meeting must be called within 21 days of the resignation. Sections 2 and 3 in this Article will be used to nominate and elect the vacant Board Member position with the exception of the meeting date.

Section 7. Recall:

Any "Owner" may request the Board of Directors to hold a Meeting of "Owners" for the purpose of a Board Member Recall. The Board must hold the meeting within 90 days of such request. Owners present at the Board Meeting, which has been called to consider, among other things, a recall, by a majority vote of the "Owners" in good standing that are present, and/or valid proxies, may request the Board to initiate and circulate a ballot among the "Owners" for the removal of a Board Member. If the recall request is approved, the Board of Directors must complete the recall balloting within 21 days of the meeting. Such ballots shall be validated and tallied under the supervision of the other two

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(2) Board Members who shall certify the results and notify the Association. In the event of a successful recall, the remaining Board Members shall hold an election to replace the vacant Board position as stated in Section 6 in this Article.

Section 8. Annual Meeting:

The Board of Directors shall call for an annual meeting of the Lot Owners on the second Thursday of October of each and every year.

IN WITNESS WHEREOF, Bruce Taylor, Secretary, of the Westfield Woods Community Association causes this Third Amendment to Declaration of Covenants and Restrictions for Westfield Woods to be executed on this _____ day of _____, 2001.

Bruce Taylor

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

On this _____ day of _____, 2002 before me personally appeared Bruce Taylor, who, being by me duly sworn did say that he is Secretary of the Westfield Woods Community Association and authorized to execute the foregoing instrument, and has acknowledged that he has executed the same as his free act and deed.

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

My term expires:

NOTARY PUBLIC

(NOTARY SEAL)

4th AMENDMENT

Title: Fourth Amendment to Declaration of Covenants and Restrictions for Westfield Woods

Date: This Fourth Amendment is made on this 14th day of September 2002 by the Westfield Woods Community Association hereinafter referred to as the "Association".

Grantor/Grantee: Westfield Woods Community Association

Address: 3023 Highway K, PMB 589, St. Charles, MO 63304

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on August 17, 1995, in Book 1770 at Pages 934-950; and

WHEREAS, a First Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on May 28, 1998, in Book 2079, at Pages 1721-1722; and

WHEREAS, a Second Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on April 19, 1999, in Book 2238, at page 363-364; and

WHEREAS, a Third Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on March 20, 2002, in Book 2841, at page 640; and

WHEREAS, those Declarations provide in Article IX, Section 5, that those Declarations may be amended by an instrument signed by the Association pursuant to a resolution passed and approving said amendment by a majority of the record owners of the fee simple title of the lots of record at the time the amendment is proposed; and

WHEREAS, on October 14, 2002, a majority of record owners cast their votes in favor of the following amendment,

NOW, THEREFORE, the Association amends the above-referenced Declaration of Covenants and Restrictions as follows:

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ARTICLE IX -- General Provisions

SECTION 5. Amendments: Any Owner may request the Board of Directors to hold a regular or special meeting of the Owners for the purpose of considering a resolution to amend the Covenants and Restrictions of this Declaration. This request must be in writing and must include the text of the proposed resolution. Upon receipt of such request the Board must schedule and conduct a meeting of Owners within 90 days of the date of such request. A majority vote of Owners present in good standing and/or represented by valid proxies at this meeting approving said Resolution will cause the Board to compose and circulate an Instrument of Change among all Owners for the purpose amending this Declaration. The Secretary shall cause this Instrument of Change to be distributed to all Owners within seven (7) days of the meeting at which the subject resolution was approved. The Owners must complete and return this change instrument within twenty-one (21) days of said meeting for it to be considered.

The provisions hereof may be amended, modified or changed by the written consent of a majority of all Owners. Should consent be granted by a majority of Owners the Board of Directors will cause such amendment, modification or change to be recorded in the Office of the Recorder of Deeds for St. Charles County, Missouri. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Directors or eliminate the requirement that there be Directors unless some person or entity is substituted for the Directors with their duties and responsibilities in a manner approved by the City of Dardenne Prairie.

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IN WITNESS WHEREOF, Bruce Taylor, President; D. M. Abbott, Secretary; and Michael Detrick, Treasurer, of the Westfield Woods Community Association causes this Third Amendment to Declaration of Covenants and Restrictions for Westfield Woods to be executed on this 14th day of September, 2002.

Bruce Taylor, President D. M. Abbott, Secretary Michael Detrick, Treasurer

State of Missouri)
) SS.

Westfield Woods Community Association
Covenants and Restrictions

County of St. Charles)

On this _____ day of _____, 2003 before me personally appeared Bruce Taylor, D. M. Abbott, and Michael Detrick, who, being by me duly sworn did say that they are President, Secretary, and Treasurer respectively of the Westfield Woods Community Association and authorized to execute the foregoing instrument, and have acknowledged that they have executed the same as their free act and deed.

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

My term expires:

NOTARY

PUBLIC

(NOTARY SEAL)

5th AMENDMENT

Title: Fifth Amendment to Declaration of Covenants and Restrictions for Westfield Woods

Date: This Fifth Amendment is made on this 12th day of February 2003 by the Westfield Woods Community Association hereinafter referred to as the "Association".

Grantor/Grantee: Westfield Woods Community Association

Address: 3023 Highway K, PMB 589, St. Charles, MO 63304

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on August 17, 1995, in Book 1770 at Pages 934-950; and

WHEREAS, a First Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on May 28, 1998, in Book 2079, at Pages 1721-1722; and

WHEREAS, a Second Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on April 19, 1999, in Book 2238, at page 363-364; and

WHEREAS, a Third Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on March 20, 2002, in Book 2841, at page 640; and

WHEREAS, a Fourth Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on _____, 2003, in Book _____, at page _____; and

WHEREAS, those Declarations provide in Article IX, Section 5, that those Declarations may be amended by an Instrument of Change approved by a majority of lot owners in accordance with the Fourth Amendment of those Declarations; and

WHEREAS, on February 12, 2003, a majority of record owners cast their votes in favor of the following amendment,

NOW, THEREFORE, the Association amends the above-referenced Declaration of Covenants and Restrictions as follows:

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**ARTICLE VII -- Use Restrictions, Section 1, Item 7, Livestock**

*Re-number existing Item 7 to be Item 7a.*

*Add the following Item 7b:*

**7b. Animal Control Policy:** For purposes of this Policy, the term "Owner" means any person owning, keeping, harboring or having custody of a dog or other animal within the City.

**Duty of Animal Owners to be Responsible Owners.** It shall be the duty of every owner of any animal, or anyone having any animal in his or her possession or custody, to exercise reasonable care and to take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from his or her animal's behavior, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity.

In the event that the owner or keeper of any animal is a minor, the parent or guardian of such minor shall be responsible to ensure that all provisions of this article are complied with.

**Public Nuisances; Abatement of Nuisance; Notice of Violation.** No Owner shall permit his or her Animal to damage or foul any lawn, garden or other property. An Owner shall have the responsibility of cleaning up any feces of the Animal and to dispose of such feces in a sanitary manner. Any owner or any individual walking an Animal off their own property must carry means to dispose of feces. Lack of such means is prima facie evidence of intent to violate this section of this policy.

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Replace Article IX, Section 6 verbiage with the following:

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**ARTICLE IX - General Provisions**

**Section 6. Violations and Penalties:** Any homeowner that is found in violation of any term or condition of this Declaration will have thirty (30) days to cure the violation or violations after notifications in writing by the Board of Directors or the Developer. If the violation is not remedied within that period, the Owner will be charged an assessment of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month per violation except in the case of a violation of the Animal Control Policy when the penalty is TWENTY FIVE DOLLARS (\$25.00) per incident. If payment is not received within fifteen (15) days of the one (1) month period, the assessment will become a lien on said house and is subject to the same terms and conditions as in Article IV, Section 9.

Westfield Woods Community Association  
Covenants and Restrictions

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IN WITNESS WHEREOF, Bruce Taylor, President; D. M. Abbott, Secretary; and Michael Detrick, Treasurer, of the Westfield Woods Community Association causes this Third Amendment to Declaration of Covenants and Restrictions for Westfield Woods to be executed on this 12th day of February, 2003.

**Bruce Taylor, President
Treasurer**

D. M. Abbott, Secretary

Michael Detrick,

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

On this _____ day of _____, 2003 before me personally appeared Bruce Taylor, D. M. Abbott, and Michael Detrick, who, being by me duly sworn did say that they are President, Secretary, and Treasurer respectively of the Westfield Woods Community Association and authorized to execute the foregoing instrument, and have acknowledged that they have executed the same as their free act and deed.

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

My term expires:

NOTARY PUBLIC

(NOTARY SEAL)

6th AMENDMENT

Title: Sixth Amendment to Declaration of Covenants and Restrictions for Westfield Woods

Date: This Sixth Amendment is made on this 21st day of February 2006 by the Westfield Woods Community Association hereinafter referred to as the "Association".

Grantor/Grantee: Westfield Woods Community Association

Address: 7308 Westfield Crossing, Dardenne Prairie, MO 63368

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on August 17, 1995, in Book 1770 at Pages 934-950; and

WHEREAS, a First Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on May 28, 1998, in Book 2079, at Pages 1721-1722; and

WHEREAS, a Second Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on April 19, 1999, in Book 2238, at page 363-364; and

WHEREAS, a Third Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on March 20, 2002, in Book 2841, at page 640; and

WHEREAS, a Fourth Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on April 9, 2003, in Book 3342, at page 1744; and

WHEREAS, a Fifth Amendment to the Declaration of Covenants and Restrictions for Westfield Woods was previously recorded on April 9, 2003, in Book 3342, at page 1747; and

WHEREAS, those Declarations provide in Article IX, Section 5, that those Declarations may be amended by an Instrument of Change approved by a majority of lot owners in accordance with the Fourth Amendment of those Declarations; and

WHEREAS, on February 21, 2006, a majority of record owners cast their votes in favor of the following amendment,

NOW, THEREFORE, the Association amends the above-referenced Declaration of Covenants and Restrictions as follows:

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ARTICLE VII Use Restrictions, Section 1, Paragraph 5. Fences is amended as follows:

No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee subject to the following guidelines:

- 1). Fence Materials Composition:**
 - a). Aluminum (wrought iron look).**
 - b). Vinyl.**

- 2). Fence Styles: Picket Non Privacy 50% open with up to 2 inch open spacing with maximum 4 inch slat.**

- 3). Maintenance: All fences must be cleaned at least every 2 years and breakage promptly replaced or repaired. If lumber is used then all rot and warping be promptly replaced and the fence must *also* be stained or painted at least every 2 years.**

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IN WITNESS WHEREOF, Bruce Taylor, President; Kirk Smith, Secretary; and Arthur Rathjen, Treasurer, of the Westfield Woods Community Association causes this Sixth Amendment to Declaration of Covenants and Restrictions for Westfield Woods to be executed on this 21<sup>st</sup> day of February, 2006.

|                                                       |                              |               |
|-------------------------------------------------------|------------------------------|---------------|
| <b>Bruce Taylor, President<br/>Rathjen, Treasurer</b> | <b>Kirk Smith, Secretary</b> | <b>Arthur</b> |
|-------------------------------------------------------|------------------------------|---------------|

State of Missouri                    )  
                                                  ) SS.

Westfield Woods Community Association  
Covenants and Restrictions

County of St. Charles )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006 before me personally appeared Bruce Taylor, Kirk Smith, and Arthur Rathjen, who, being by me duly sworn did say that they are President, Secretary, and Treasurer respectively of the Westfield Woods Community Association and authorized to execute the foregoing instrument, and have acknowledged that they have executed the same as their free act and deed.

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

My term expires:

\_\_\_\_\_  
NOTARY PUBLIC

(NOTARY SEAL)