

QUAIL POINT ESTATES 49980

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 31st day of March, 1997, by William C. Dyer and Jean L. Dyer, 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 be 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 Quail Point Estates hereby forms an association known as Quail Point Estates Homeowners 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 be made, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

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 1st through December 31st of each year.
- (b) "Association" shall refer to the Quail Point Homeowner's Association.
- (c) "The Properties" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration.

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(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

(e) "Living Unit" shall mean and refer to an 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.

(g) "Member" shall mean and refer to all those Owner who are member of the Association as provided in Article III, Section I, hereof.

(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 not limited to common ground, common element drainage easement, street lights and entrance monuments.

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:

A tract of land in U.S. Survey 754, Township 48 North, Range 2 East, St. Charles County, Missouri, as recorded in Plat Book 34, Page 250-251 of the St. Charles County Recorder's Office, State of Missouri.

All of which real property shall hereinafter be referred to as "Existing Property".

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 or 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

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 costs 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 thereof as hereinafter provided, shall be the personal obligation of the persons who were 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 costs of labor, equipment materials, management and supervision thereof. This includes but is not limited to private streets, street lights, if any and entrance monuments, if any.

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 \$100.00 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 costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Properties, provided that 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) day 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 (60) percent 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 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 ASSESSMENTS DUE DATES; The annual assessments provided for herein shall be due on January 1st 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 January 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 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 of the assessment against each Lot for each assessment period of at least thirty (30) days in advance 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.

SECTION 9: EFFECT OF NON-PAYMENT OF ASSESSMENT OR 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 the costs of collection thereof as 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 assigns.

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 a rate of eighteen percent (19%) 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 on 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 provide 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 becoming due, nor from the lien of any such subsequent assessment.

SECTION 11: CURING OF DEFAULT: Upon the timely curing of a 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 of 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; 9b) all Common Properties as defined in Article 1, Section 1, hereof; (c) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption; (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: private streets, cul-de-sacs, street lights, if any, and entrance monuments, if any.

ARTICLE V

SECTION 1. AUTHORITY OF DEVELOPER: Until seventy-five percent (75%) of all Lots have been sold, the Developer or any person, corporation, partnership or legal entity so designated by the Developer by recorded instrument shall exercise the powers and duties of the Board of Directors.

SECTION 2. NUMBER TERM AND ELECTION: Following the sale of all lots as provided above, a Board of Directors of three (3) persons shall be elected, in staggered terms in the following manner: A notice of such election shall be given by either the Developer or the Owners of any three (3) Lots to all unit owners in the same manner and within the same time. A quorum of Lot Owners is not necessary. The person receiving the majority votes shall serve a three (3) year term as President. The persons receiving the second and third largest number of votes shall serve a two (2) year term as Secretary and One (1) year term as Treasurer respectively. The Board of Directors shall serve without compensation. Thereafter an election shall be called and held each year for the position of the Director whose term expires. Each Director's term shall be for three (3) years in all elections other than the first election of Directors.

SECTION 3: OFFICER OF THE BOARD OF MANAGERS: The president shall preside over all meetings of the Board of Managers and of the voting members. The Secretary shall keep minutes of all meetings of the Board and of the voting member and in general perform all duties incident to the office of Secretary. The treasurer shall keep all financial records and books of account.

SECTION 4: ANNUAL MEETINGS: The Board of Directors shall call for an annual meeting of the Lot Owners on the first Thursday of November 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 Architectural Control Committee, composed of three (3) or more representative appointed by the Board of Directors of the Association. In the event said Board, or its designated committee, fails to approve or disapprove any design and location within thirty (3) 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.

SECTION 2: SUBMITTALS TO ARCHITECTURAL CONTROL COMMITTEE: The following shall be the minimum requirements for review by the Architectural Control Committee:

1. New House Plans and House Additions
 - a. 2 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.
 - d. other information as may be deemed necessary.
2. Decks, walls, pools, fences, other improvements.
 - a. 2 sets of drawings of proposed improvements drawn to scale.
 - b. Color Sheet.
 - c. Plot Plan.
 - 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 again at the date of submittal of the additional information.

ARTICLE VII

USE RESTRICTIONS

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SECTION 1. PROVISIONS 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 as set forth in Section 2 of this Article, are subject to the following restrictions.

(a) LAND USE: None of said lots may be improved, used or occupied for other than private and single family residence purposes 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.

(b) 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 of said lots with the written consent of the Architectural Control Committee.

(c) MINIMUM BUILDING REQUIREMENTS: Any residence must have a minimum habitable interior living space of at least 1650 square feet for a one-story dwelling and 2200 square feet for a two-story dwelling, wholly above ground, and not exceeding two-stories in height and including an attached two or three car garage.

The words "habitable interior living space" 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.

All buildings and structures shall be constructed of new materials, unless the Architectural Control Committee approves the use of used brick or stone.

No mobile homes, modular homes, log homes or earth homes will be allowed.

(d) BUILDING LINES: No part of any residence shall be located on any Lot nearer to the front street than is the front building line or the side building line shown on the recorded plat. The residence shall not be built past the halfway mark of the length of the lot.

(e) 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 dollars (\$1,000.00) every month until said structure is completed. If the one thousand dollars (\$1,000.00) is not paid within fifteen days after the six (6) month period, the same conditions apply as under Article IV, Section 9 thereof.

(f) GARAGES: All garages must be a minimum of a two car garage (not to exceed three car garage) and must be attached to the main dwelling house unless otherwise approved by the Architectural Control Committee. All garages must be side or rear entry garages only.

(g) OUT BUILDINGS: All out buildings cannot exceed 2000 square feet. The exterior must be the same or comparable to the exterior of the main dwelling unless otherwise approved by the Architectural Control Committee. All out buildings shall be located behind the residence.

(h) 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.

(i) YARDS: All front yards must be sodden or seeded within thirty (30) days from occupancy (weather permitting). Any lot not build upon by lot purchaser after 90 days of purchase from developer shall be graded, seeded, mulched and maintained by the Lot Owner.

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

SECTION 2. GENERAL PROVISIONS: All of the Existing Property including all streets and roadways within the Subdivision.

(a) 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.

(b) 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.

(c) 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.

(d) **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.

(e) **FENCES:** 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.

(f) **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.

(g) **LIVESTOCK:** No hogs, cows, goats, birds, livestock or animals of any kind, shall be brought onto or kept on the Properties except as follows:

1. Domestic Pets are allowed (except house pets with vicious propensities).
2. No more than two (2) horses are allowed.

No more than two dogs, cats, or other such pets may be kept or maintained on any Lot or Living Unit.

(h) **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 periods 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 24 hours. No inoperable vehicles or apparatus may be kept, maintained or repaired anywhere in the subdivision.

(i) **FUEL TANKS:** No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot, except for liquid propane gas (LPG) tank for residence.

(j) **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.

(k) 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.

(l) 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 excavations 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.

(k) 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 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.

(l) SEWAGE AND DRAINAGE DISPOSAL: The maintenance, repair and replacement of the sewers and drainage facilities shall be assumed, undertaken and allocated in the following manner:

1. Lot Owners' Responsibility. In the event private sanitary or storm sewers shall be installed or extended within the subdivision, the Lot Owners as a whole shall be responsible for the maintenance repair and replacement of the private sanitary and storm sewers, detention basins, and any other sanitary or storm sewers or other drainage facilities located on and servicing any Common Property or improvements thereon in the Properties.

2. Owner's Responsibility. Each Owner, in connection with the construction of any residence upon such Owner's Lot, shall construct and maintain a sanitary sewage system with extended aeration serving his Lot, the design, construction and maintenance of which shall be subject to the review and approval of the Architectural Approval Committee. In the event private sanitary or storm sewers shall be installed serving the subdivision, each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(m) WATER SUPPLY: Each Lot Owner is responsible for installing their own individual water system or well.

(n) **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 are of each lot shall be maintained continuously by the Owner of the Lot.

(o) **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 property 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 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.

(p) **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.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1: DURATION: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure 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 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 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: The covenant and restrictions of this declaration 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 records at the time the amendment is proposed. Any amendment must be recorded with the Records of Deeds of St. Charles County, Missouri. The Developer shall have the authority to add to or change this Declaration of Covenants and Restrictions in whole or in part until the first Board of Directors have been elected to office.

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 homeowner will be charged an assessment of Five Hundred Dollars (\$500.00) per month per violation. If payment is not received within 15 day of the end of the one 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.

**Addendum
Quail Point Estates
Declaration of Covenants, Conditions and Restrictions**

Pursuant to the Quail Point Estates Association Meeting Minutes of June 26, 2003, the following changes to the Declaration of Covenants, Conditions and Restrictions were adopted by majority vote:

Article V, Section 4

(Change) for an annual meeting of the Lot Owners on the first Thursday of November
(to) **two annual meetings of the Lot Owners in May and November**

so that the section now reads as follows:

The Board of Directors shall call for two annual meetings of the Lot Owners in May and November of each and every year.

Article VII, Section 1(e)

No residence (add) or **outbuilding shall be..**after commencement of construction
(add) **weather permitting** (delete) The outside exterior wall and trim shall be completely finished within one hundred and twenty (120) days

so that the section now reads as follows:

No residence or outbuilding shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction, weather permitting. 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.

If the structure is not completed within the said periods of the starting date, the owner of the Lot will be assessed one thousand dollars (\$1,000.00) every month until said structure is completed. If the one thousand dollars (\$1,000.00) is not paid within fifteen days after the six (6) month period, the same conditions apply as under Article IV, Section 9 thereof.

Article VII, Section 1(i)

Any lot not built upon by lot purchaser after 90 days of purchase (delete) from developer shall be graded, seeded, mulched and maintained by the Lot Owner (add) **must be maintained at twelve inches (12") of grass or less by the lot owner. No commercial crops will be allowed on any lot after January 1, 2004. Lot Owners**

who violate the twelve inch (12") grass limitation shall be fined one hundred and fifty dollars (\$150.00) per incident by the Association who will contract someone to cut the lot in violation. If the one hundred and fifty dollars (\$150.00) is not paid within two (2) weeks of the violation, the same conditions apply as under Article IV, Section 9 thereof.

so that the section now reads as follows:

All front yards must be sodden or seeded within thirty (30) days from occupancy (weather permitting). Any lot not built upon by lot purchaser after 90 days of purchase must be maintained at twelve inches (12") of grass or less by the lot owner. No commercial crops will be allowed on any lot after January 1, 2004. Lot Owners who violate the twelve inch (12") grass limitation shall be fined one hundred and fifty dollars (\$150.00) per incident by the Association who will contract someone to cut the lot in violation. If the one hundred and fifty dollars (\$150.00) is not paid within two (2) weeks of the violation, the same conditions apply as under Article IV, Section 9 thereof.

Article VII. Section 2 (f)

(delete) NO Commercial Activities

(delete) No commercial activity of any kind (add) **No excessive commercial activity of any kind that creates nuisance traffic shall be conducted...within the Subdivision**
(delete) but nothing shall prevent any promotional activities by the Developer (add) **All commercial activity shall be reviewed annually by the Association Board**

so that the section now reads as follows:

Commercial Activities: No excessive commercial activity of any kind that creates nuisance traffic shall be conducted on any Lot, in any Living Unit, on the Common Properties or any street or roadway within the Subdivision. All commercial activity shall be reviewed annually by the Association Board.

Article VII. Section 2(n)

...Adjoining said easements the (delete) developer (add) **Association reserves construction easements...The easement area of each lot shall be maintained continuously by the owner of the Lot (add) except the easement area used for the construction of an entrance monument will be maintained by the Association.**

so that the section now reads as follows:

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 Association 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 or 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 except the easement area used for the construction of an entrance monument will be maintained by the Association.

QUAIL POINT HOMEOWNER'S ASSOCIATION

By:

Rammy Mueller
President

Tom Daugherty
Secretary

Christine Mann
Treasurer

Kathleen M. Largura 12-2-03

KATHLEEN M. LARGURA
Notary Public-Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires July 10, 2005

**Addendum
Quail Point Estates
Declaration of Covenants, Conditions and Restrictions**

Pursuant to the Quail Point Estates Association Meeting Minutes of May 26, 2005, the following changes to the Declaration of Covenants, Conditions, and Restrictions were adopted by majority vote:

Article VII, Section 1(g)

(delete) The exterior must be the same or comparable to the exterior of the main dwelling unless otherwise approved by the Architectural Control Committee. (add) **The exterior must be consistent in color and longevity (minimum 20 year warranty) with the outside of the main dwelling.**

(add) **Article VII, Section 1(k)**

(add) **Lot owners who engage in new home construction will be required to pay \$1,000.00 in escrow to the North Quail Point Association and current homeowners making improvements or additions to existing home/property that require a building permit will pay \$500.00 in escrow. If no damage occurs to the street the escrow money will be refunded to the owner. Otherwise, the escrow money will be used by the Association to make repairs inflicted to the street during construction. Escrow money will be paid to the treasurer prior to the start of construction and refunded (if appropriate) after construction is completed and a final assessment of street conditions rendered by the Architectural Control Committee.**

Article VII, Section 2(e)

(delete) 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. (add) **To be approved by the Architectural Control Committee fences cannot be constructed of uncoated wire, barbed wire, or chain-link of any kind and can be constructed in backyards only unless approved by the subdivision owners.**

Amendment
Quail Point Estates
Declaration of Covenants, Conditions and Restrictions
Book 1976, Page 13

Pursuant to the Quail Point Estates Association meeting minutes of May 20, 2007 the following changes to the Declaration of Covenants, Conditions, and Restrictions were adopted by a majority vote of the Association members:

(add) Article VII, section 1, (L)

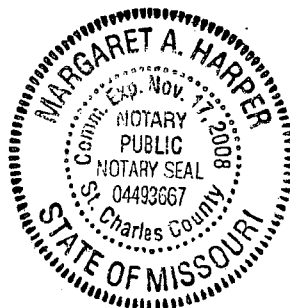
(add) All new home construction must include solid surface driveways (asphalt or concrete) at the time of construction and existing homeowners currently without solid surface driveways are required to construct solid surface driveways by January 1, 2013.

By:

Thomas Daugherty
Secretary Thomas Daugherty
Quail Point Estates Homeowners' Association

State of Missouri
County of St. Charles
On this 12 day of Oct. 2007
Before me personally appeared

Thomas Daugherty
to me known to be the person who executed the foregoing instrument and he acknowledged that he/she executed the same as his/her free act and deed.



Seal (signed) Margaret A. Harper
Notary Public

RECORD AS IS

2021R-038810

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\$ 21.00

PAGES: 1

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: MKIMBLE

Addendum
Quail Point Estates
Declaration of Covenants, Conditions and Restrictions

Pursuant to the Quail Point Estates Association Meeting minutes of September 17, 2019, the following change to the Declaration of Covenants, Conditions and Restrictions were adopted by majority vote:

Reference BK 1976 pg 5

Article VII, Section 2 (g)

(add) Livestock: No **(add) horses, chickens, hogs, goats, birds, livestock or animals of any kind, shall be brought onto or kept on the Properties except as follows:**

- 1. Domestic Pets are allowed (except house pets with vicious propensities).

(delete) 2. No more than two (2) horses are allowed.

So that the section now reads as follows:

Livestock: No horses, chickens, hogs, goats, birds, livestock or animals of any kind, shall be brought onto or kept on the Properties except as follows:

- 1. Domestic Pets are allowed (except house pets with vicious Propensities).

By:

Thomas Daugherty

Date 5/3/2021

Thomas Daugherty
Secretary
Quail Points Estates Homeowners' Association

State of MISSOURI
County of St. CHARLES
Subscribed and sworn to before me
this 3rd day of MAY in the year 2021.

Alisia J. Welch
Notary Public

ALISIA J WELCH
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires December 14, 2021
Commission #10422897