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

File #: _____

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: THE NEW TOWN AT ST. CHARLES AMENDED AND RESTATED RULES AND REGULATIONS

DATE: October 15, 2007

GRANTOR: THE NEW TOWN AT ST. CHARLES GENERAL ASSEMBLY
3307-1 DOMAIN, ST. CHARLES, MO 63301

GRANTEE: THE NEW TOWN AT ST. CHARLES GENERAL ASSEMBLY
3307-1 DOMAIN, ST. CHARLES, MO 63301

CITY/MUNICIPALITY: City of St. Charles, Missouri

LEGAL DESCRIPTION: That certain property legally described as The New Town at St. Charles Plat One, recorded at Plat Book 42, page 14, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Two, recorded at Plat Book 43, page 203, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Three, recorded at Plat Book 43, page 369, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Four, recorded at Plat Book 43, page 372, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Five, recorded at Plat Book 43, page 375, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Six, recorded at Plat Book 44, page 104, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Seven, recorded at Plat Book 44, page 239, of the St. Charles County Recorder of Deeds' office; that certain property legally described as The New Town at St. Charles Plat Eight, recorded at Plat Book 44, page 243, of the St. Charles County Recorder of Deeds' office; and that certain property legally described on the Exhibit A attached hereto as page 26.. Book and page reference on page 2

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THE NEW TOWN AT ST. CHARLES

AMENDED AND RESTATED RULES AND REGULATIONS

PRELIMINARY STATEMENT

These The New Town at St. Charles Amended and Restated Rules and Regulations amend and restate in their entirety The New Town at St. Charles Rules and Regulations recorded in Book 4122, page 1630, as amended by Amendments thereto recorded in Book 4144, page 72, Book 4319, page 999, Book 4319, page 1003, Book 4512, page 2421, and Book 4817, page 2275, (the "Original Rules") of the St. Charles County Recorder of Deeds office, and, upon the recording of these Amended and Restated Rules and Regulations (hereinafter referred to as the "Rules and Regulations"), the terms and provisions of the Original Rules, shall be superseded and governed hereby.

THESE AMENDED AND RESTATED RULES AND REGULATIONS for THE NEW TOWN AT ST. CHARLES are made as of the 15th day of October, 2007, amending, restating, and replacing in their entirety those certain THE NEW TOWN AT ST. CHARLES RULES AND REGULATIONS dated as of March 8, 2005, and recorded in Book 4122 on page 1630, of the St. Charles County, Missouri, Recorder of Deeds' office, as amended (the "Rules") by all of the Governors of the Board of Governors of The New Town at St. Charles General Assembly, a Missouri not-for-profit corporation.

RECITALS

WHEREAS, Article IX, Section (1) (f) of the Declaration of Governance, Covenants, Conditions and Restrictions for The New Town at St. Charles, recorded in Book 4122, Page 1574, in the office of the St. Charles County Recorder of Deeds as amended (the "Declaration") permits the Rules to be amended at any time prior to the occurrence of the Turnover Date solely by the action of the Board of Governors and without any prior notification to or approval by any of the Owners, and the Board is also given the right in this Section to adopt additional Rules and Regulations; and

WHEREAS, these Amended and Restated Rules are made prior to the Turnover Date which is defined in Article I, Section 39 of the Declaration as follows:

> "Turnover Date" shall mean and refer to the earlier of (a) the date on which neither the Founder nor any Affiliate of the Founder no longer owns any Parcel within the Community or (b) the date on which Founder elects, in its sole and absolute discretion, to relinquish (*i*) all rights to appoint and remove members of the Board of Governors pursuant to this Declaration and the Bylaws and (*ii*) all voting rights in the Assembly reserved to the Founder pursuant to this Declaration and the Bylaws; and

WHEREAS, in accordance with Article IX, Section (1) (f), the Board desires to amend Article IV, Section 4.08 of the Rules in order to comply with Federal Communications Commission regulations regarding restrictions on the placement of such devices and for the purpose of establishing enforceable preferences regarding the placement of the devices by amending the Declaration as set forth herein; and

WHEREAS, in accordance with Article IX, Section (1) (f), the Board also desires to amend Article V, Section 5.06 of the Rules regarding window and door treatments, as set forth herein; and

WHEREAS, the Board is restating the Original Rules by these Amended and Restated Rules to incorporate previous amendments and the amendments set forth hereinabove into the text of the Rules for the purpose of presenting the Original Rules and all Amendments thereto in one document to allow for easier readability and to add the additional rules provided for herein.

> Civilization had too many rules for me, so I did my best to rewrite them. Bill Cosby (1937-) American Comedian, TV Show Host. *Childhood,* 1991.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the provisions of the Declaration, effective upon the recordation of these Amended and Restated Rules, the Board hereby terminates the Original Rules and simultaneously adopts the following Rules and Regulations:

STATEMENT OF PRINCIPLES

The Rules and Regulations stem from the Founder's desire and vision that certain rules and regulations are necessary in an urban community to allow all to participate in the community in a harmonious and cooperative manner. The Rules and Regulations must strike a balance between the needs of the community as a whole and the preferences of individuals expressed in their living spaces and activities. The NEW TOWN AT ST. CHARLES is intended to be a heterogeneous community with commercial, civic and residential activities occurring adjacent to one another, creating places to live, work, and play that are not segregated by class, income or use but commingled in diverse and cooperative ways. The Rules and Regulations are intended to carry out the principles of the Community as enunciated in the Declaration of Governance, Covenants, Easements, Conditions and Restrictions for The New Town at St. Charles.

RULES AND REGULATIONS

The Founder and the Board of Governors for The New Town at St. Charles have adopted these Rules and Regulations pursuant to the provisions of the Declaration of Governance, Covenants, Easements, Conditions and Restrictions for The New Town at St. Charles (the "Declaration").

These Rules and Regulations are referred to in, and constitute a part of, the Declaration. These Rules and Regulations are in addition to all of the terms and provisions set forth in the Declaration. In the event of any conflict or ambiguity between the terms and provision set forth herein and those set forth in the Declaration, then, except as otherwise expressly provided herein to the contrary, the terms and provisions of the Declaration shall at all times control. These Rules and Regulations are subject to modification and amendment from time to time and at any time by the action of the Board. The Board may, in its sole discretion, relax the Rules and Regulations and may, in the alternative, create more restrictive Rules and Regulations.

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ARTICLE I
DEFINITIONS

Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration. In addition to such terms that are defined in the Declaration, the following terms shall have the following meanings herein:

1. **Adult** shall mean an individual who is at least 18 years of age.

2. **Boat** shall mean any vessel capable of carrying a person within it upon or beneath the water and which is designed for use in water.

3. **Assembly Boats** shall mean any Boats (including Boats which may be powered by electric trolling motors) owned or leased by the Assembly which may be provided to the Owners and Occupants for their common, non-exclusive use and enjoyment on the lake.

4. **Lake** shall mean and refer to that part of the Commons delineated on the Plat of the Community as Commons and Lake Area, regardless of number, which is incorporated herein by reference and which is or will be conveyed to the Assembly. The lake constitutes part of the Commons under the Declaration. The Lake is subject to an easement in favor of the City of St. Charles for storm water control and management and such other easements as may be shown on the Plat or granted from time to time by the Board or the Founder.

5. **Lake Facilities** shall mean and refer collectively to the lake and all improvements, amenities and facilities relating thereto including, without limitation, any beaches or sunbathing areas, floating docks, walkways, boat storage facilities, the Assembly Boats and any and all other equipment, machinery and other personal property owned by the Assembly and which are made available for the common use and enjoyment by all Owners and Occupants in or upon any of the lake facilities.

ARTICLE II
RULES REGARDING OUTDOOR COMMUNITY ACTIVITIES IN THE COMMONS

> We have one other pond just like this, White Pond, in Nine Acre Corner, about two and a half miles westerly; but, though I am acquainted with most of the ponds within a dozen miles of this centre, I do not know a third of this pure and well-like character. Henry David Thoreau (1817–1862), U.S. philosopher, author, naturalist. Walden (1854), in The Writings of Henry David Thoreau, vol. 2, pp. 199-200, Houghton Mifflin (1906).

2.01 **Animals and Pets**. No animals or pets other than dogs or cats are allowed on or within the Lake Facilities. Dogs and cats are allowed on the Lake Facilities and may swim in the Lake so long as the following requirements are satisfied:

A. Dogs and cats shall not be allowed to roam unattended within the Lake or Lake Facilities.

B. Dogs and cats will not be allowed to leave excrement on or within any of the Lake Facilities and the Owner or Occupant of such dog or cat shall be required to clean up such excrement and properly dispose of the same.

C. Each Owner shall be liable to the Assembly for the cost of repairing any damage to any of the Lake Facilities caused by the pet of such Owner or such Owner's Occupants.

D. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance to any other Owners or Occupants who are utilizing the Lake Facilities.

E. No dogs or cats shall be allowed in or upon any of the Lake Facilities if such dogs or cats cannot socially interact with other dogs or cats utilizing the Lake Facilities in a manner so as to avoid fights, barking, hissing or the chasing of other dogs and cats.

F. All dogs and cats must be restrained on a leash while on any of the Lake Facilities (other than when swimming).

G. Dogs shall not be allowed to roam unattended within the Community; all pets must be kept and maintained within either the Residential Unit or Building situated on a Lot or within fenced or walled areas on a Lot, as approved by the Architectural Review Board, or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot of any other Owner, on or within the right-of-way of any of the Common Ways or on or within any portion of the Commons and the Owner of such pet shall immediately remove and properly dispose of the same. Each Owner shall be liable to the Assembly for the costs of repairing any damage to the Commons caused by the pet of such Owner or Occupant.

2.02 **Boats**. The Assembly will establish a method by which Owners may register their Boats and if the Assembly elects to maintain Assembly Boats, a method by which Owners may sign up on a first come, first served basis to utilize any of the Assembly Boats. The Assembly may charge a registration fee to any Owner of a Boat which shall be used by the Assembly for purposes of maintaining the Lake and facilities therein. Assembly Boats and Boats owned by Owners shall be utilized only by Owners and their Occupants, subject to the following requirements:

A. All guests utilizing any Boats must be accompanied by an Owner or a member of the immediate family of such Owner.

B. Boats may not be utilized by any persons who are under the age of 14 unless accompanied by an Adult. Motorized Boats may be driven by only those persons who hold a valid driver's license.

C. Life jackets will at all times be worn by all occupants of the Assembly Boats.

D. The Assembly reserves the right to establish sign-up times for the use of the Assembly Boats as well as time limits for the use of the Assembly Boats and may levy a charge (as determined by the Board) for the use of any Assembly Boats, which charge is subject to change from time to time.

E. All Boats shall display a current registration sticker with the Community logo issued by the Assembly upon payment of the applicable registration fee.

2.03 **Boating**. No other boats other than the Assembly Boats and those owned or leased by Owners shall be allowed on or within the Lake or Lake Facilities, except as may be specifically authorized by the Assembly. Gasoline/diesel powered water craft on the Lake may be utilized by both the Founder and the Assembly in performing any maintenance activities with respect to the Lake. No water skiing, jet skiing or similar activities may be undertaken on any portion of the Lake.

2.04 **Children**. No children under the age of 14 years shall be allowed or permitted to enter upon any of the Lake Facilities unless accompanied by an Adult.

2.05 **Adherence to Rules and Regulations in Use of Lake Facilities**. All Owners will be held strictly responsible for their conduct and the conduct of their Occupants while on or within the Lake facilities and for their adherence to all of the terms and provisions of these Rules and Regulations. Each Owner shall be responsible for and reimburse the Assembly or any third parties for any damage to any of the Lake Facilities or to the property of others caused by such Owner or the Occupants of such Owner, as more fully set forth in 2.15 hereof.

2.06 **Food and Beverage Policy**. The consumption of food and beverages is allowed within the Lake Facilities; however, no glass objects, drinking glasses or other glass products are allowed within any of the Lake Facilities.

2.07 **Fishing**. Fishing may be undertaken on the banks of any of the property surrounding the lake (other than on any Lot which may abut the Lake, whose use shall be limited to that of the Owner thereof and such Owner's family and guests). Guests of an Owner who desire to fish in the lake must be accompanied by either an Owner or by an immediate family member of such Owner. Piers may be used for fishing provided the Assembly may restrict the hours of usage of such piers.

2.08 **Hours**. Use of the Lake for fishing and for use of Boats shall be limited to the period between one hour before sunrise and one hour after sunset. In addition to the foregoing, the Board may adopt specific limited hours of usage for both fishing and boating on the Lake.

2.09 **Liability and Indemnity with respect to Lake Use**. The Founder, its Affiliates and the Assembly, the Board and their respective officers, directors, shareholders, affiliates, employees and representatives shall not be liable for any injuries to person or damage to or loss of property involving any Owners or their Occupants occurring on or within any of the Lake Facilities. Each Owner, for such Owner and such Owners Occupants, by entry onto the Lake Facilities, does hereby waive and release the Founder, its Affiliates, the Assembly, the Board and their respective officers, directors, shareholders, affiliates, employees and representatives of and from any and all claims, demands, losses, liabilities and damages to personal property occurring in or upon the Lake Facilities unless such injury or damage is caused by the willful and deliberate misconduct of Founder, its Affiliates or the Assembly, the Board or any of their respective agents or employees. Each Owner agrees to indemnify and hold the Founder, its Affiliates, the Assembly, the Board and their respective officers, directors, shareholders, affiliates, employees and representatives harmless from and against any and all claims made by such Owner and such Owners Occupants as a result of any personal injury, damage to or loss of property occurring on or about the Lake Facilities unless such injury, damage or loss was caused by the willful and deliberate misconduct of either Founder, its Affiliates, the Assembly or the Board or any of their respective agents or employees.

2.10 **Radios and Music**. Radios, stereos, compact disk players or tape players, televisions, loudspeakers or other sound amplification devices, and other music may be played within the Commons and on the Lake Facilities provided the users thereof shall make reasonable efforts to avoid playing the same at a volume that creates a nuisance to other Owners and Occupants utilizing any of the Commons or Lake Facilities. Owners and Occupants acknowledge that the Community is anticipated to be an urban environment and as such music and other sounds produced by musical instruments, radios, stereos, compact disk or tape player, televisions, loudspeakers and other sound amplification devices may be heard from or about the Commons and the various businesses located within the Community. With respect to any business, no Owner or Occupant of the Community shall have any cause of action for nuisance against a business for the volume of music or other noise emanating from such establishment unless the same shall be found to be in violation of the City of St. Charles Municipal Code.

2.11 **Recreational Vehicles.** Bicycling is permitted on any of the paths around the Lake. Motorcycles, motorized scooters, go carts, golf carts, all terrain vehicles, and any other motorized means of transportation are prohibited on any of the paths or walkways around the Lake.

2.12 **Swimming**. Swimming is permitted within the Lake. ALL SWIMMING SHALL BE AT THE SOLE RISK OF THE PERSON UTILIZING ANY OF THE LAKE FACILITIES. Appropriate swimming attire should at all times be worn when swimming in the Lake. Children who are not trained to use the toilet are required to wear plastic pants under their swimsuits (or similar wear) when entering the Lake. No children in diapers will be allowed to enter or swim in the Lake. No pushing, dunking or dangerous games will be allowed within the Lake. Flotation devices are permitted in the Lake. No jumping or diving from any structures or boats within or about the Lake shall be permitted.

2.13 **Transfer of Rights**. The rights, privileges and members which any Owner has to utilize any of the Lake Facilities are not transferable or assignable except in connection with the sale of such Owners Lot.

2.14 **Trash**. All persons utilizing the Lake shall cooperate in keeping all of the Lake Facilities clean by properly disposing of towels, cans, trash and other matter in appropriate containers. Beverage containers and food, if not consumed, should be deposited in appropriate containers provided within the Lake Facilities for such purposes.

2.15 **Violation of Lake Rules and Regulations**. Any Owner or Occupant who violates any of the foregoing Assembly Rules and Regulations shall be subject to any or all of the following:

A. To the extent any of the Lake Facilities are damaged or destroyed as a result of the actions of any Owner or Occupant, then the Owner shall be responsible for paying all costs and expenses incurred by the Assembly or any Owner in repairing or replacing the same and, should such Owner fail to promptly pay to the Assembly or such injured Owner on demand all such costs and expenses, then the Assembly may levy an Individual Parcel Assessment against the Lot of such Owner; and

B. The Assembly may limit, restrict, fine or prohibit such Owner and such Owners Occupants from utilizing any of the Lake Facilities in the manner and subject to the terms and provisions set forth in the Declaration and/or these Rules and Regulations.

2.16 **Risk of Loss.** THE USE OF THE LAKE FACILITIES SHALL BE AT THE SOLE RISK OF THE OWNER OR ANY OCCUPANT UTILIZING THE SAME. NO LIFEGUARDS OR OTHER SUPERVISORY PERSONNEL WILL BE PROVIDED ON OR WITHIN ANY OF THE LAKE FACILITIES.

2.17 **No Supervisory Personnel.** The Commons, including any recreational facilities, lake or water feature, if any, provided for the use and benefit of all Owners and Occupants, are provided without lifeguards or other supervisory personnel and neither the Assembly nor the Founder shall provide any such lifeguards or supervisory personnel in connection with the utilization of any of the Commons or any such recreational facilities, lake or water feature, if any, by any person.

2.18 **Release and Indemnification.** The Owner of each Lot, for such Owner and any Occupant of such Lot and their respective family members, heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of a deed to such Lot, and each Mortgagee, by acceptance of a Mortgage encumbering any such Lot, for themselves and their respective successors and assigns, do hereby:

(i) Irrevocably and unconditionally waive, release and forever discharge the Founder, its Affiliates, the Architectural Review Board, the Assembly, the Board and each Governmental Authority and their

respective officers, directors, members, managers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns (collectively, the "Released Parties"), of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of: (1) any loss, damage or injury to person or property, including death, as a result of any entry onto any of the Commons, including any recreational facilities, lakes or water features, if any, by any such Owner, Occupant, Mortgagee or any of their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns; and (2) the rise and fall of the water level of any lake or water feature, including, without limitation, the flow of water onto and out of such lake or water feature which could result in or cause damage, by flooding or otherwise, to any Improvements or any other personal property situated on any portion of such Lot or which would result in or cause any Improvements situated on or adjacent to any such lake or water feature to be unusable due to low or high water levels; and

(ii) Acknowledge and agree that: (1) none of the Released Parties or any other person or entity shall provide any lifeguard or any other supervisor personnel or assistance in the conduct of any activities on or about any of the Commons, including any recreational facilities and any lakes or water features within The Community, if any; (2) the use of the Commons, including any recreational facilities and any such lakes or water features, if any, by any such Owner or Occupant or any of their respective family members, guests, invitees or heirs, executors, personal representatives, administrators, successors and assigns, shall be at the sole risk and expense of the person or entity entering upon or using the Commons, including any such recreational facilities and any such lakes or water features, if any; (3) none of the Released Parties or any other person or entity shall be obligated to take any action to maintain a specific water level for any such lake or water feature on, within or adjacent to The Community; and (4) any lake and water feature on, within or adjacent to The Community and the recreational facilities, if any, as with any other body of water, pose a potential threat of life threatening harm and each Owner or Occupant and their respective family members, guests and invitees should exercise utmost care and safety precautions in and around any such lake, water feature or recreational facilities, if any.

2.19 **Bulletin Boards.** Notices, flyers or advertisements shall be permitted to be posted on or within the Commons or the Common Ways, including any bulletin boards within or on any of the Commons of the Community, provided, the Board may restrict the placement, number or content thereof. Under no circumstances shall obscene messages be permitted, with the standard for obscenity being determined by the Board.

2.20 **Controlled Substances**. Controlled Substances (as defined by state and federal laws), other than those prescribed by a physician for medical reasons, are not permitted on or within any portion of the Community.

2.21 **Firearms**. Firearms and ammunition are not permitted on or within any of the Commons of The Community. The use or discharge of any firearms within The Community is prohibited.

2.22 **Flammable and Toxic Substances**. No Owner or Occupant shall at any time bring into or keep on or within any portion of The Community any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Lot or any Improvements thereto; provided, however, the foregoing shall not be applicable to the Assembly in connection with the maintenance and operation of any of The Community or to the Founder in connection with the development of any portion of The Community or any real property owned by the Founder situated adjacent thereto or in close proximity therewith.

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ARTICLE III
RULES REGARDING OUTDOOR COMMUNITY ACTIVITIES IN THE COMMON WAYS

> People can have the Model T in any color – so long as it's black. Henry Ford. U.S. Automobile Industrialist (1863-1947).

3.01 **Vehicles**. The use and operation of any go-carts, off-road four-wheelers and three wheelers (also known as all-terrain vehicles) and motorized dirt bikes on any of the Common Ways, sidewalks and Commons within the Community are hereby prohibited. Golf carts and small scooters (both motorized and non-motorized) may be utilized within the Common Ways subject to the following: (a) a permit must be obtained from the Assembly for the operation of the same, (b) the parents of any minor children who desire to operate small scooters within the Common Ways assume the risk of any injury to such children, howsoever arising, including, as a result of the negligence of the Assembly or the Board, (c) golf carts may only be operated by individuals who are at least sixteen (16) years of age and (d) all permitees must sign a copy of, and comply with, any and all other Rules and Regulations which may be adopted from time to time by the Assembly with respect to the operation of such scooters or golf carts within the Community.

3.02 **On-Street Parking.** With regard to all streets within the Community, on-street parking is allowed in the manner set forth in the Code (unless signage specifying otherwise). To the extent that a street may become blocked by parked vehicles, Owners of vehicles should park in a staggered fashion so that no two (2) vehicles are parked directly opposite each other on opposite sides of the street. The Assembly reserves the right to require on any street that to the extent any vehicle is already parked on one side of the street, parking on the opposite side of the street is allowed **only** if the second vehicle is parked in a staggered position. To the extent a vehicle is not parked appropriately, then (a) the Assembly and the City shall each have the right to cause the vehicle of any offending party to be towed at the expense of the Owner of such vehicle, (b) the Assembly may levy fines against the offending owner of such vehicle or (c) the Assembly may elect to prohibit all parking on one side of the street.

3.03 **Parking in Alleyways**. No vehicles or other personal property of any Owner shall be parked or allowed to remain in any of the alleyways of the Common Ways which interfere with vehicular or pedestrian access through such alleyways or access into or out of any garages situated on such alleyway.

3.04 **Parking around Lake**. All vehicles must be parked only in those areas adjacent to the Lake Facilities which are designated for parking. All "No Parking" restrictions shall be observed at all times. No vehicles shall be parked in a manner as to block or interfere with access or entrances to the Lake. Any vehicles parked in none-designated parking areas are subject to being towed at the expense of the owner thereof. No vehicles will be left unattended at the Lake Facilities for more than 24 hours and, to the extent any such vehicles are left unattended for more than 24 hours, the same are subject to being towed at the expense of the owner thereof.

3.05 **Parking and Storage Areas Designated by Board of Governors or Founder**. Neither the Commons nor the Common Ways shall be utilized for the parking or storage of any mobile homes, motor homes, trailers of any kind, campers, trucks (other than pick-up trucks), vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment (other than bicycles), recreational vehicles, machinery or equipment. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Founder. The Founder or the Board of Governors may, but without obligation, designate specific areas within the Community for the storage of any of the foregoing vehicles, recreational vehicles, machinery and equipment for use by all Owners. The Founder and the Assembly, acting through the Board of Governors, shall have the right, in their sole and absolute discretion, to determine the

location, if any, of any such storage area. Any Owner who utilizes such storage area, if any, shall do so at the sole risk and expense of such Owner and shall and does hereby waive, release and forever discharge the Founder, the Assembly, the Board of Governors and their respective officers , directors, members, managers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns, of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown arising out of or on account of any loss, theft, damage or injury to person or property, including death, suffered, paid or incurred by any such Owner as a result of the storage of any of the foregoing described vehicles, recreational vehicles, machinery or equipment in such designated areas.

3.06 **Construction Parking**. During the construction of any Improvements, construction equipment and the vehicles of all contractors, subcontractors, laborers, materialmen and suppliers shall (*i*) not park within any of the Commons (other than the Common Ways), (*ii*) not interfere with or block vehicular or pedestrian access through and upon the Common Ways or any of the Commons, (*iii*) enter the Parcel only from the alleyway to the extent such Parcel abuts an alleyway and (*iv*) not damage trees or other vegetation on such Parcel which are to be preserved. No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any of the Common Ways or any of the Commons. Upon completion of construction of any Improvements on any Parcel, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Parcel and such Parcel and all Improvements thereto shall be kept and maintained in a clean and uncluttered condition. The foregoing Rule shall not be applicable to the Founder, its Affiliates or their respective contractors, employees, agents, subcontractors, laborers or suppliers.

3.07 **Obstruction**. No walkways, sidewalks, entrances or Common Ways within the Community shall be obstructed or encumbered or used for any purposes other than ingress or egress nor shall such areas be used for the storage of any personal property. All personal property (other than vehicles) of an Owner of Occupant must be stored within (inside) the Improvements situated on a Lot. No vehicle shall be parked in such a manner as to block a public sidewalk.

ARTICLE IV
RULES REGARDING OUTDOOR COMMUNITY ACTIVITIES ON LOTS AND PARCELS

We did not inherit the land from our fathers. We are borrowing it from our children. Amish Proverb.

4.01 **Driveways and Sidewalks**. All front-loading driveways (i.e., driveways which connect directly to a Common Way other than an alleyway) shall be constructed of materials approved by the Architectural Review Board. To the extent any Owner or Occupant or any of their respective builders, contractors, subcontractors, agents, employees, guests or invitees damage or destroy any of the Common Ways, then the Owner of such Lot shall promptly cause, at his, or its sole cost and expense, such damaged Common Ways, sidewalks, curbing or retaining walls to be repaired and replaced in accordance with any and all requirements of the Assembly.

4.02 **Underground Utilities**. All utility lines, including pipes, conduit and wiring for electrical, gas, telephone, water, sanitary sewer, cable television, security and any other utility service for any portion of the Community shall be installed and maintained below ground; provided, however, that the foregoing shall not be applicable to temporary above-ground utility lines, conduit and wiring utilized during the construction of any Improvements on a Lot nor for any construction undertaken by the Founder or an Affiliate of the Founder. No exposed wiring or conduit (including those for any satellite or communication device) shall be installed along the outside walls or on the roofing of any Building. Notwithstanding the foregoing, any Owner of a Commercial

Building may apply to the Town Architect for relief from this restriction if such relief is necessary for the operation of the business planned therefor.

4.03 **Landscaping and Trees**. Except to the extent provided to the contrary in the Landscaping Regulations, which constitute part of the Code, or unless otherwise approved in writing by the Architectural Review Board, the following shall be applicable to all Lots:

A. No trees having a trunk diameter of two (2) inches or more at a point six (6) inches above ground level and no shrub, bush or other vegetation situated on any portion of a Lot may be cut, removed or mutilated without first obtaining the prior approval of the Architectural Review Board; provided, however, that the foregoing shall not be (*i*) applicable to the cutting and removal of any trees, shrubbery, bushes or other vegetation situated within five (5) feet of the foundation of any Building or any driveways for a Lot, (*ii*) deemed to prohibit the cutting and removal of any dead or diseased trees, shrubbery, bushes or other vegetation on a Lot (*iii*) applicable to the Founder, or *(iv)* to allow the construction of an addition or other improvement upon a Lot.

B. The Architectural Review Board may from time to time promulgate rules and regulations adopting an approved list of flora which must be utilized on any Lot, which rules and regulations may also prescribe that a minimum dollar amount be established and utilized as a landscaping budget for each Lot.

C. All front yards of any Lot which are visible from any Common Ways (other than alleyways) or walkways/sidewalks adjacent to any Common Ways shall be landscaped in accordance with the Landscaping Regulations for the Community. All such front yard landscaping shall be completed within eight months after the date of occupancy of any Building situated on such Lot and shall thereafter be maintained in accordance with the Landscaping Regulations for the Community.

D. No plant materials shall be placed or permitted to remain on any Lot if the same would interfere with or obstruct traffic sight lines for any of the Common Ways (excluding walkways or sidewalks). The determination of whether any such obstruction exists shall be made by the Architectural Review Board, whose determination shall be final, conclusive and binding on all Owners.

F. No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same unless otherwise approved in writing by the Architectural Review Board. While bird baths or feeders, wood carvings, plaques, other types of home crafts, fountains, reflectors, flag poles, statues, lawn sculptures and/or ornaments, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses or other fixtures and accessories may add visual interest to a Lot, the excessive combination of the same, in the judgment of the Architectural Review Board, shall not be permitted. The Architectural Review Board maintains pictures that illustrate the excessive combination of such items that may be referred to by any Owner prior to the acquisition of such items. The Architectural Review Board may, in its sole judgment, require the removal of any such items that the Board determines to be excessive in number.

G. No Owner shall allow the turf on his or her Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground, unless such turf grass is horticulturally intended for growth in excess of six (6) inches in height.

H. Temporary or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall not be placed or installed on any Lot or on the exterior of any Improvements on a Lot earlier than 45

days prior to the date of such holiday and shall be promptly removed no later than 30 days following the date of such holiday. In no event shall any temporary or holiday decorations remain on any Lot or on the exterior of any Improvements on a Lot for more than 75 consecutive days in any calendar year.

4.04 **Lawnmowers And Yard Maintenance**. No Owner or Occupant shall operate a lawnmower, edger, trimmer, leaf blower or similar yard maintenance equipment prior to 8:00 a.m. or after dusk. No gasoline-powered lawnmowers, edgers, trimmers, leaf blowers or other gasoline-powered yard maintenance equipment shall be operated at any time within the Community; provided, however, that the foregoing shall not be applicable to the Assembly, the Founder, any Owner of a Commercial Structure maintaining the Lot upon which such Structure is located, or within the Commons or any of the Commercial Districts. No synthetic fertilizers or non-organic fertilizers shall be permitted to be used in the Community, provided, however, that the foregoing shall not be applicable to the Assembly, the Founder, or within the Commons. The Board may in the future adopt other Rules or Regulations that further restrict the use of chemical pesticides or fertilizers or encourage the use of organic products.

4.05 **Exterior Lighting**. No exterior flood lighting is allowed on any Lot and any other lighting on a Lot must not contain light bulbs in excess of 60 watts. All exterior lighting on any Lot, including, without limitation, free standing lighting, must conform to the requirements of the Design Code. With respect to all Lots which abut alleyways, the Owner of each such Lot shall install and maintain on the alleyway side of the garage situated on such Owner's Lot incandescent lighting or such other lighting and switch operations required from time to time by the Architectural Review Board. Incandescent lighting that automatically switches on and off shall be set so that it is not triggered by any movement beyond the front property line or side property line of the Lot upon which it is installed. For any Civic or Commercial Buildings (but not Residential Buildings) that contain more than 600 square feet of gross square footage on the first floor, other than those located on Domain Street, the Owner of each such Building must install and maintain, at the expense of the Owner of each such Building, one or two exterior gas lights that are lit 24 hours per day, seven days per week. The style, location, number of such lights shall be determined by the Architectural Review Board.

4.06 **Mailboxes and Address Numbers**. Mailboxes shall not be allowed in the Community unless required by the Architectural Review Board as all Lots are intended to have their mail delivered to a community mail center. All address numbers for Residential Units must be selected from a list approved by the Architectural Review Board or any variation therefrom must be reviewed and approved in advance by the Architectural Review Board. Each Owner shall pay at the closing of the purchase of such Owner's Lot or Unit a fee for mailbox rental for the year of Closing as well as a key deposit. Thereafter, each Owner shall pay the General Assembly, or such other entity as the General Assembly shall direct, the annual fee for the rental of the mailbox and key deposit. Each Owner shall be separately charged for the replacement of any lost keys.

4.07 **Utility Meters And HVAC Equipment**. Reasonable efforts shall be made to screen or otherwise hide from view all electrical, gas, telephone and cable television meters so as not to be visible from any of the Common Ways (other than alleyways). No window mounted heating or air conditioning units or window fans shall be permitted on the exterior of any Buildings unless otherwise approved by the Architectural Review Board.

4.08 **Policy regarding Satellite Dish and Similar Devices.**

A. Notification of satellite dish installation. To the extent permitted by applicable law, any Owner shall notify the Architectural Review Board prior to the installation of any satellite dish to be installed in any Unit or on any Lot or on the exterior of any Dwelling or other improvement on any Lot.

B. Satellite dish installation preferences. To the extent that the reception of an acceptable signal would not be impaired, the following policy is established with regard to the installation and maintenance

of satellite dishes in the development. Each Owner shall consider four factors, namely, Orientation, Location, Height, and Screening ("Installation Preferences"), in making a decision regarding the placement of any satellite dish device, which consideration shall be accomplished by the completion of the checklist which is attached as Exhibit B to the Rules and Regulations. Any Owner of property upon which a satellite dish has been placed must be able to provide a completed copy of the Exhibit B checklist upon a review of the satellite dish location as evidence of its consideration of the Installation Preferences or the Owner will be presumed not to have complied with the Installation Preferences. In the event that a Condominium Association within the Community has more restrictive rules, then the condominium rules shall govern the condominium property.

These placement preferences shall be enforced to the extent that such enforcement does not violate the provisions of 37 C.F.R. Part 1, Subpart 5, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time.

C. Television and radio antennae. To the extent permitted by applicable law, no radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or any improvement thereto which may interfere with the reception of radio or television signals within the Community or any other real property situated in close proximity to the Community.

4.09 **Outdoor Furniture, Recreational Facilities, Fences And Clotheslines.**

A. No interior furniture or furnishings (i.e., sofas, appliances, etc.) shall be allowed on the front porches, patios or terraces of any Dwellings or Commercial Buildings or outside of any other Building constructed on a Lot with the exception of porch swings, rocking chairs, gliders and other types of outdoor furniture that are made of wicker or other approved material. No molded plastic furniture or furnishings shall be allowed on the front porches, patios or terraces of any Dwellings or Commercial Buildings where the same are visible from any Common Way (including an alley). All front porches, patios or terraces must be kept in a neat and orderly condition at all times.

B. Wood piles, free-standing playhouses, tree-houses, children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational or play equipment and appurtenances shall be located (*i*) so that the same are not visible from any of the Common Ways (other than alleyways) within or adjacent to the Community, (*ii*) in a location and with colors and style approved in writing by the Architectural Review Board.

C. Basketball backboards shall be located, to the extent practicable, so as not to be visible from any of the Common Ways; provided, however, that basketball backboards may be located in alleyways so long as the placement of the backboards do not interfere with vehicular navigation of such alleyways.

D. Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot, unless such clotheslines or other facilities are screened by appropriate landscaping or fencing from view from any of the Common Ways (other than alleyways). No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

E. Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only to the rear of a Residential Unit and shall not be visible from any of the Common Ways (other than alleyways).

F. Flags and banners may be displayed at any time, provided, the Architectural Review Board may, in its discretion, establish further regulations limiting or restricting the lighting and placement of the same.

G. Any weathervanes to be installed on a Building must be approved by the Architectural Review Board.

H. All fences must be approved in advance of erection or placement by the Architectural Review Board and only the Owner of the Lot or a member of the New Town at St. Charles Fence Guild shall be permitted to erect or place a fence or wall on such Owner's Lot. No Owner may employ or hire any contractor to erect or place a fence or wall on such Owner's Lot or Parcel unless such contractor is a Member in good standing with the New Town at St. Charles Fence Guild. Under no circumstances shall aluminum or vinyl fences or Versalok or pre-cast concrete retaining or landscaping walls be permitted within the Community unless such walls are specifically approved by the Architectural Review Board.

I. Any chairs, tables, or other furniture, equipment, improvement or structure that is placed in the public right of way by any Owner or tenant in a Commercial District shall be placed in such location strictly at the risk of such Owner or tenant. Each such Owner or tenant that is making use of the public right of way shall (i) keep the same in a neat, attractive and safe condition, and shall take reasonable steps to prevent anyone from relocating tables to block regular access in the right of way, (ii) take reasonable steps to prevent the users of such tables from violating any City ordinances or disturbing the peace or creating a nuisance, (iii) maintain any outdoor dining areas in a clean condition, (iv) keep all such areas free of litter and debris, (v) not locate any bar or serving areas dispensing alcoholic beverages in such areas, (vi) cooperate with the City in relocating any movable tables, chairs, furniture or other improvements in connection with any public festivals or to facilitate maintenance by the City of such rights of way, (vii) indemnify and hold the City, its officers, agents and employees harmless from and against any liabilities, claims, losses, damages, expenses, including reasonable attorneys' fees, or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from the installation, maintenance, operation, presence or removal or failure to properly install, maintain, operate, or remove any such furniture, equipment, improvement or structure that is placed in the public right of way by any Owner or tenant in a Commercial District, except to the extent that such liabilities, claims, losses, damages, expenses, including reasonable attorneys' fees, or costs arise from or in connection with the negligence of the City, its officers, agents and employees.

4.10 **Pets And Animals**.

A. No animals, livestock, reptiles, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot or within any Residence other than in a Commercial District as limited and permitted by the Declaration; provided, however, that not more than two (2) dogs or three (3) cats (or a combination of dogs and cats, so long as there are, in no case, more than two (2) dogs, and no more than a total of three (3) such animals in the aggregate) may be kept and maintained on or within a Lot or Residential Unit so long as they are not kept for breeding or commercial purposes. Notwithstanding the foregoing, Live/Work Units within any Transect Zone of T5 or greater may be subject to further restrictions concerning pets and animals, as determined by the Founder, the Board or any owners' association established for such Districts.

B. Any structure or area for the care, housing or confinement of any pet (including without limitation, dog houses, dog runs and other confined areas and spaces) shall be located at the rear of a Lot, shall not be visible from any of the Common Ways (other than alleyways) and shall be constructed of materials and of size approved by the Architectural Review Board.

C. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance, as determined by the Owner of any adjacent Lot. The Assembly, acting through the Board, may from time to time and at any time adopt additional regulations concerning the type and size of pets, including, specifically, the right to prohibit certain breeds or types of dogs which may create any actual or perceived danger or fear for other Owners and their family members. Furthermore, the Assembly may, in its discretion, require that all pets be registered with the Assembly, that a one-time registration fee by paid for each pet and that photographs of pets be provided to the Assembly.

4.11 **Radios And Stereos**. No Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, compact disk or tape player, television, loudspeaker or other sound amplification device in or upon any Lot or any Improvements thereto if the same shall violate any City of St. Charles nuisance ordinance or be found by a municipal court to be a peace disturbance. Owners and Occupants acknowledge that the Community is anticipated to be an urban environment and as such music and other sounds produced by musical instruments, radios, stereos, compact disk or tape player, televisions, loudspeakers and other sound amplification devices may be heard from or about the Commons and the various businesses located within the Community. With respect to any business, no Owner or Occupant of the Community shall have any cause of action for nuisance against a business for the volume of music or other noise emanating from such establishment unless the same shall be found to be in violation of the City of St. Charles Municipal Code. No construction repair work or other installation work involving noise shall be conducted in or upon any Lot except on weekdays not including legal holidays and only between the hours of 7:00 a.m. and dusk, unless such construction or repair work is necessitated by an emergency or extreme heat conditions. Notwithstanding anything provided herein to the contrary, the provisions of this Rule 4.11 shall not be applicable to the Founder, the Assembly, the Board or to any of the District Boards or to any community events sponsored or approved by the Board or the Founder.

4.12 **Trash, Rubbish And Nuisances**.

A. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Community (other than in appropriate containers) nor shall any nuisance or extraordinarily offensive odors (such as fecal, decaying or rotting material) be permitted to exist or operate upon or arise from any Parcel or any Improvements which would render any portion thereof unsanitary, unsightly, extremely offensive or materially detrimental to persons using, occupying or owning any other Parcels within the Community or any other real property in close proximity to the Community. Noxious or activities that would offend the sensibilities of an ordinary person shall not be carried on in or from any Lot or any Improvements thereto or in any part of the Commons, and each Owner and Occupant shall refrain from any act or use of a Lot or any Improvements thereto which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Community or be in violation of any applicable Governmental Regulations. This Rule is not intended to ban all smells or odors as an urban community will have smells and odors, such as those that emanate from restaurants, bakeries, live work units, artist studios and stores. Without limiting the generality of the foregoing, no klaxon horns, piercing whistles, or other obnoxious sound devices (other than speakers or devices which do not create a nuisance or a sound level which becomes an unreasonable annoyance to the Owners of any adjacent Lots), other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or the Improvements thereto or other portion of the Community without the prior written consent of the Architectural Review Board; provided however, that the foregoing shall not apply to the Founder or to the use of any of the foregoing devices within any of the recreational areas, if any, which constitute part of the Commons, within any of the Commercial Districts or in any Civic Building. Any Owner or

Occupant who dumps, places or allows trash or debris to accumulate on his or her Lot or on any other portion of the Community shall be liable to the Assembly for all costs incurred by the Assembly to remove the same.

B. Trash, garbage and any other refuse or waste (hereinafter "Garbage") shall not be kept on any Lot outside of a Dwelling or Garage except in containers or compactor units designed for the storage of Garbage (hereinafter "Garbage Containers") that are screened from view by appropriate landscaping, enclosures or fencing approved by the Architectural Review Board and are located directly outside of and adjacent to such Dwelling or Garage; provided, however, that Garbage Containers may be moved to the side yard, front yard, or driveway of any Lot on Garbage collection days so long as any Garbage Containers are afterward removed therefrom the same day. Notwithstanding the foregoing, bulk items that cannot fit into a Garbage Container may be placed outside on the side yard, front yard, or driveway without a container on the day of collection.

C. No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Parcel unless the same is undertaken (*i*) in accordance with all applicable Governmental Regulations and (*ii*) with the prior written approval of the Board of Governors; provided, in the case of prairie grasses and wildflowers in the Commons, controlled burning as necessary for the maintenance of such plants shall be permitted so long as the such burning is supervised by a local fire department or other fire safety organization. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any Governmental Regulations with respect to the outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials, then enforcement of such Governmental Regulations shall be solely by the applicable Governmental Authority and not the Board of Governors. The provisions of Paragraph 14 (c) are not applicable to the Founder.

D. All Owners of Commercial Properties and their tenants shall be required to use a common trash collection service company to minimize the number of commercial trash trucks traveling on the Common Ways. The Board shall determine the trash collection service company that must be used by such Commercial Properties after consultation with the Owners of such Properties. The decision of the Board regarding the company that must be used shall be final and shall not be overridden by a vote of the Owners of such Commercial Properties.

4.13 **Recreational Vehicles, Machinery And Equipment And Commercial Vehicles.**

A. Except for Lots or Parcels located in a T5 or T6 Transect Zone, mobile homes , motor homes, trailers of any kind, campers, trucks (other than pick-up trucks), vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment (other than bicycles) shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a wholly-enclosed structure, with roofing and doors, on such Lot when approved by the Architectural Review Board. Any such enclosed structure must be approved by the Architectural Review Board.

B. The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the operation, use or maintenance of mobile homes, motor homes, trailers of any kind, campers, trucks (other than pick-up trucks), vans (other than mini-vans used solely for the passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment within

The Community. No all-terrain vehicles or motorized go-carts shall be allowed to be operated on any part of the private streets within The Community.

C. Any vehicle which is inoperable shall be immediately removed from The Community. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or within any portion of the Commons, except (*i*) within enclosed garages or workshops or (*ii*) emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of The Community. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Founder.

D. Except for Lots or Parcels located in a T5 or T6 Transect Zone or with respect to Live-Work Units, vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors are prohibited from being parked on any Parcels or within any of the Commons except in wholly-enclosed garages or other structures located on a Lot or in areas which may be designated by the Board as parking areas for such vehicles. Notwithstanding the foregoing, (*i*) the foregoing provisions shall not be applicable to any of the Commercial Districts or to the Founder and (*ii*) any other trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily within parking areas or spaces within the Commons or Common Ways during normal business hours for the purpose of providing services to any Parcel and any Improvements thereto; provided, however, except for Lots or Parcels located in a T5 or T6 Transect Zone or with respect to Live-Work Units, that (1) no such vehicle shall be authorized to remain on the Commons or Common Ways overnight other than in parking areas designated by the Architectural Review Board and (2) such vehicles shall only be parked in designated parking areas.

4.14 **Signage**. No signage or posters of any kind shall be displayed to the public view on any Lot, Unit, or Parcel except (i) one sign approved by the Architectural Review Board that shall be leased from the General Assembly for a use fee specified from time to time by the General Assembly that advertises the Lot for sale (subject to the limitations and possible ban set forth below), (ii) one sign of not more than one square foot per face warning people of dangerous animals located in the home or on the Lot, (iii) one sign not exceeding one square foot per face notifying people of the presence of an alarm or home security system located in the home located on the Lot, and (iv) within three weeks prior to any general election, one sign not exceeding three square feet in area per face, for each political candidate or proposition that the Owner wishes to promote; provided, however, there shall be no restrictions on the number or type of signage used by Founder or an Affiliate of the Founder to advertise the Community, the Founder's or such Affiliate's business, or any other development of Founder or such Affiliate in St. Charles County. Under no circumstances shall signs advertising any space or Unit as being "for rent", "for lease" or any similar type wording be permitted except in Commercial Buildings and Live-Work Buildings for uses therein and then only with signage approved by the Architectural Review Board. Any such permitted signs or advertising posters shall be only be maintained or permitted on any Lot or within any windows or on the exterior of Improvements to any Lot or elsewhere on any portion of the Community with the express prior written permission of the Architectural Review Board. Under no circumstances shall anyone but the Founder or an Affiliate of the Founder place or erect any temporary signage, temporary directional signage, temporary open house signs or other "bandit" signs in the Community, including on any Lot, Parcel or Commons. In lieu of the standardized "for sale" sign required to be used hereinabove, the Architectural Review Board may ban "for sale" signs entirely within the Community. The approval of any signs and posters, including, without limitation, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the Architectural Review Board, in its sole and absolute discretion. Notwithstanding the foregoing, the restrictions set forth in this Rule shall not be applicable to the Founder or to any signs erected in connection with the installation of Improvements as hereinafter provided. During the initial construction of any Improvements to a Lot, one (1) sign, in size and color to be approved by the Architectural Review Board, may be posted on a Lot at a height not to exceed five (5) feet from the ground level advertising the Lot or Improvements

thereon for sale or containing information identifying the architect, contractor or builder of such Improvements and the type of structure being built on such Lot. No other signage or advertising posters shall be allowed on any portion of the Community except as may be permitted by the Architectural Review Board. No signage shall be attached, nailed or otherwise adhered to any tree or other flora. Notwithstanding the foregoing, the foregoing restrictions set forth in this Rule shall not be applicable to the Founder and there shall be no restriction on the number or types of signs that the Founder may erect with respect to any Improvements constructed or to be constructed by the Founder or its Affiliates. Further, it is not the intention of this Rule to restrict the placement of flags or banners that are intended for other than commercial advertising purposes. For example, national flags or seasonal flags shall be allowed without restriction.

4.15 Above Or Below Ground Tanks And Wells. No exposed above-ground tanks for the storage of fuel, water or other substances shall be located on any Parcel or within any of the Commons. No private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Parcel without the prior written consent of the Architectural Review Board. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Founder.

ARTICLE V
RULES REGARDING COMMUNITY ACTIVITIES CONCERNING BUILDINGS AND USES

> A designer knows that he has achieved perfection not when there is nothing left to add, but when there is nothing left to take away - Antoine de St-Expurey

5.01 Plan Approval. No Buildings or other Improvements of any nature whatsoever shall be constructed on any Parcel, remodeled or painted unless the plans, colors and specifications for such Building or other Improvements, remodeling or painting, as the case may be, have been approved by the Architectural Review Board. All Improvements to any Parcel shall be constructed, remodeled or painted, as the case may be in compliance with the Code and all applicable Governmental Regulations. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Code and all applicable watershed protection, soil erosion and other Governmental Regulations, both during and after completion of construction or remodeling of any Improvements on such Owner's Lot.

5.02 Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, storage shed, utility building, portable building, stable, poultry house or yard, rabbit hutch, tree-house or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Parcel; provided, however, that the foregoing shall not be deemed to prohibit (a) any detached garages or other Buildings which are approved in writing by the Architectural Review Board, (b) dog houses for not more than three (3) dogs so long as such dog houses are visibly screened from view from all Common Ways (other than alleyways) and all adjacent Lots, (c) tree-houses which are approved in writing by the Architectural Review Board, (d) temporary structures for social functions as may be permitted by the Board, including, without limitation, tents, sheds, portable toilets and other outbuildings utilized during any art festivals, craft fairs, street parties or other special events approved by the Board, (e) kiosks, push carts and other temporary structures within any of the Commercial Districts and (f) construction trailers and/or sales offices of the Founder.

5.03 Construction Of Improvements. During the construction of any Improvements on a Lot by anyone other than the Founder, its Affiliates, and their agents, employees and contractors, subcontractors, laborers and suppliers (*i*) all portions of such Lot shall be maintained in a clean condition, free of debris and waste material, (*ii*) all unused construction materials shall be stored, to the extent practicable, out of view from any of the

Common Ways and (*iii*) all construction trash, debris and rubbish on each Lot shall be property disposed of outside the Community at least weekly. Used construction materials may be burned on-site only in accordance with the laws, ordinances, codes, statues, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot or any other portion of the Community. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any of the Common Ways. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements on a Lot prior to such vehicles traveling on any of the Common Ways. The foregoing Rule regarding the Construction of Improvements shall not be applicable to the Founder, its Affiliates or any of their agents, employees, contractors, subcontractors, laborers or suppliers.

5.04 **Swimming Pools And Tennis Courts**. Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts may be constructed, installed and maintained on any Lot but only to the extent that the Architectural Review Board has approved the same in writing and the construction of the same satisfy all restrictions and requirements imposed by the Architectural Review Board with respect thereto. Above-ground pools shall not be permitted. The Architectural Review Board shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water facilities and amenities and tennis courts within The Community.

5.05 **Roofing**. The Architectural Review Board shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials that may be utilized for any Building. No solar or other energy collection panel, equipment, or device shall be installed or maintained on any Lot or any Improvements thereto unless appropriately camouflaged and approved by the Architectural Review Board. All plumbing and heating vents, stacks and other projections of any nature on any roof shall be approved by the Architectural Review Board. No projections of any type shall be placed or permitted to remain above the roof of any Building except for approved chimneys, chimney pots, vent stacks and ridge vents.

5.06 **Windows, Window Treatments And Doors**.

A. Reflective glass shall not be permitted on the exterior of any Building. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

B. The Architectural Review Board may adopt guidelines for the types of windows and materials from which windows may be constructed on any Building. Burglar bars or doors (including wrought iron doors) shall not be permitted. Wooden screen doors and wooden storm doors may be used on any Building subject to the written approval of the same by the Architectural Review Board. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on any Building. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not acceptable window treatments. No colored window shades or blinds, non-lined curtains, decorative appliqué film, or adhesive covering may be placed where they may be seen from any Common Way along the front of any Residence or in the case of a corner Lot, the front or side of any Residence.

5.07 **Use And Leasing Of Residential Units**. Residential Units shall be used and occupied only for single-family residential purposes. The leasing or rental of any Residential Unit shall be subject to the following: (a) the lease must be for the entire Residential Unit (provided that if a Lot contains multiple Residential Units, then each Unit may be leased separately from the other Residential Units situated on such Lot), (b) the lease must be for a term of at least six (6) months, (c) all Occupants of such Residential Unit shall at all times comply with the terms and provisions of the Declaration and these Rules and Regulations, (d) each lease shall contain within its terms a requirement that the tenant comply with all of the terms and provisions of the Declaration and these Rules and Regulations and any such violation shall be a default under the lease, and (e) all leases shall be submitted to the

Board to insure compliance with these provisions prior to occupancy by the tenant under the lease. The foregoing provisions shall not be applicable to the Founder or its Affiliates.

ARTICLE VI
ADMINISTRATION, ENFORCEMENT AND FOUNDER RESERVED RIGHTS

> Every community is an association of some kind and every community is established with a view to some good; for everyone always acts in order to obtain that which they think good. Aristotle.

6.01 **Owners Who Are Not Natural Persons And Non-Owner Usage**. Subject to the remaining terms and provisions of this Rule 6.01, to the extent any Owner is not a natural person, then such Owner shall designate one (1) natural person (and the immediate family members of such natural person) who shall be entitled to exercise and enjoy the rights of an Owner hereunder with respect to the Lot owned by such Owner. The use of any recreational facilities, if any, which constitute part of the Commons, shall be limited to the Owners of Lots within the Community, their immediate family members and not more than two (2) guests. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not apply to the Founder, its Affiliates or any of the Founder's or its Affiliates' successors or assigns.

6.02 **Compliance With Governmental Regulations**. Each Owner and Occupant shall at all times comply with all applicable Governmental Regulations of all applicable Governmental Authorities.

6.03 **Complaints**. Complaints regarding any services or the condition of any portion of the Community shall be made in writing to the Board of Governors.

6.04 **Additional Regulations**. In addition to the restrictions set forth in this Declaration, (a) the Architectural Review Board shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend the Architectural Code in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, Lots and all Improvements thereto, including the adoption of additional, more burdensome or more specific requirements and restrictions governing the improvement and use of any Lot, and (b) the Board shall have the right from time to time and at any time to adopt, modify and amend these Rules and Regulations in such a manner as the Board, in its sole discretion, determines to be appropriate, which modifications and amendments to these Rules and Regulations shall be binding on all Owners and all Lots and may, in the discretion of the Board, include more burdensome rules or regulations. Notwithstanding the foregoing, under no circumstances may the Board amend, modify or adopt any Rules or Regulations that affect the Founder, its Affiliates or any Lots or Parcels owned by the Founder or its Affiliates without the express, prior written consent of the Founder or its Affiliates, which may be withheld in the sole discretion of the Founder or its Affiliates.

6.05 **Variances**. The Architectural Review Board, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the provisions of these Rules and Regulations. Any variance request submitted to the Architectural Review Board shall be in writing and, upon approval of the same by the Architectural Review Board, shall be evidenced by a written variance executed by a duly authorized representative of the Architectural Review Board.

6.06 **Enforcement And Remedies**. In the event any of the provisions of these Rules and Regulations are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then, subject to the special enforcement rights set forth above, the Board, on behalf of the Assembly, shall each have the right, at their

option, to (*i*) enjoin such violation or noncompliance, *(ii)* levy such fines as the Board may establish from time to time for violations of these Rules and Regulations, and/or (*ii*) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or any Improvements thereto, and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Board or the Assembly in enforcing any of the provisions of these Rules and Regulations, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Board or the Assembly in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of these Rules and Regulations, shall constitute an Individual Parcel Assessment to such Owner pursuant to the terms and provisions of the Declaration and, if the same is not paid when due, shall be subject to the other rights and remedies provided in the Declaration. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Board and the Assembly set forth in these Rules and Regulations shall not be deemed exclusive of any other rights and remedies which the Board or the Assembly may exercise at law or in equity or any other rights and remedies specified in the Declaration.

6.07 **Damage To Property**. All Owners will be held responsible for the conduct of their immediate family members and Occupants while on or within any portion of the Community and for their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the Assembly or third parties for any damage to any of the Commons or to the property of any third party caused by such Owner or any Occupants of the Residential Unit of such Owner.

6.08 **Denial Of Use**. Each Owner acknowledges and agrees that the use of any other recreational facilities, if any, which constitute part of the Commons shall be in common with all other Owners and Occupants and all others authorized by the Founder or the Assembly to use the same; provided, however, that as set forth in the Declaration, any Owner or Occupant who violates any of the terms and provisions of the Declaration or these Rules and Regulations may, subject to the terms and provisions of the Bylaws involving notice and an opportunity to be heard, have any and all use rights relating to such recreational facilities, if any, suspended or permanently revoked in the manner set forth in the Declaration.

6.09 **Keys**. If any key or keys are entrusted by any Owner or Occupant to an employee of the Assembly, whether to any Improvements on an Owner's Lot or for any automobile, truck, vehicle or other item of personal property, the acceptance of such key or keys shall be at the sole risk of such Owner and neither the Board nor the Assembly shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting therefrom or connect therewith.

6.10 **Pets and Animals**. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any of the laws, statues, ordinances, rules or regulations of any applicable Governmental Authority with respect to any pets or other animals maintained by such Owner or Occupant on or within or upon any Lot or any Residence or within any other portion of the Community, then enforcement of such laws, statutes, ordinances, rules and regulations shall be solely by the applicable Governmental Authority and not the Assembly. To the extent any violation of any of the Assembly Rules and Regulations regarding Pets and Animals contained herein is not timely and properly remedied by an Owner within two (2) days following the giving of written notice of such violation by the Assembly to such Owner, then, notwithstanding anything provided to the contrary in these Rules and Regulations or the Declaration, the Assembly shall have the right to exercise any and all legal and equitable remedies available to the Assembly or any of the other rights and remedies specified in the Declaration and, pursuant to the provisions of these Rules and Regulations, all costs and expenses incurred by the Assembly in connection therewith shall be paid by the Owner who has violated the terms and provisions hereof.

6.11 **Miscellaneous**. New Town is a private community. The Commons, including, without limitation, the

streets, sidewalks and parks, are private and are provided for the use and enjoyment of all Owners and Occupants and their respective guests. New Town is not a gated community and therefore will be visited by the public. The use of any of the Commons by the general public is subject to all rules and regulations adopted from time to time by the Board and must be monitored by all Owners and Occupants. No loitering, littering, soliciting, disturbances or abuse of the quiet enjoyment of the neighborhood of the Community by the general public will be allowed.

IN WITNESS WHEREOF, the undersigned have set their hands and seal the day and year first above written.

Gregory G. Whittaker

Robert N. Whittaker, Jr.

Kelly K. Vetter

Timothy L. Busse

David Price

20071019000859870 23/28
Bk:DE4862 Pg:365

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

On this 15th day of October, 2007, before me Helena Beth Crosby, a Notary Public in and for the State of Missouri, personally appeared Gregory G. Whittaker, who being by me duly sworn, did say that he is a Governor of The New Town at St. Charles General Assembly, a not-for-profit corporation of the State of Missouri, and that the within Amendment was signed on behalf of said corporation, by authority of its Board of Governors; and said Gregory G. Whittaker acknowledged to me that he executed the same as the free act and deed of said corporation.

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

Helena Beth Crosby

My term expires: 10-23-07 Notary Public

"NOTARY SEAL"
Helena Beth Crosby,Notary Public
St. Charles County, State of Missouri
My Commission Expires 10/23/2007

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

On this 15th day of October, 2007, before me Helena Beth Crosby, a Notary Public in and for the State of Missouri, personally appeared Timothy L. Busse, who being by me duly sworn, did say that he is a Governor of The New Town at St. Charles General Assembly, a not-for-profit corporation of the State of Missouri, and that the within Amendment was signed on behalf of said corporation, by authority of its Board of Governors; and said Timothy L. Busse acknowledged to me that he executed the same as the free act and deed of said corporation.

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

Helena Beth Crosby

My term expires: 10-23-07 Notary Public

"NOTARY SEAL"
Helena Beth Crosby,Notary Public
St. Charles County, State of Missouri
My Commission Expires 10/23/2007

20071019000859870 25/28
Bk:DE4862 Pg:367

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

On this 19th day of October, 2007, before me Helena Beth Crosby, a Notary Public in and for the State of Missouri, personally appeared Kelly K. Vetter, who being by me duly sworn, did say that she is a Governor of The New Town at St. Charles General Assembly, a not-for-profit corporation of the State of Missouri, and that the within Amendment was signed on behalf of said corporation, by authority of its Board of Governors; and said Kelly K. Vetter acknowledged to me that she executed the same as the free act and deed of said corporation.

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

Helena Beth Crosby
Notary Public

My term expires: 10-23-07

"NOTARY SEAL"
Helena Beth Crosby,Notary Public
St. Charles County, State of Missouri
My Commission Expires 10/23/2007

20071019000859870 26/28
Bk:DE4862 Pg:368

EXHIBIT A

LEGAL DESCRIPTION
PROPERTY OF NEW TOWN GATEWAY COMMERCIAL, LLC
37.90 ACRE TRACT

A tract of land being part of U.S. Surveys 209, 210, 211, 212, 213, 215, 217, 219, and 220 of the St. Charles Common Fields, in Township 47 North Range 5 East, St. Charles County Missouri, and being more particularly described as follows:

BEGINNING at a point on the southwestern line of U.S. Survey 221 at its intersection with the southeastern right-of-way line of New Town Boulevard (formerly Airport Road), forty feet wide; thence along said southwestern line South 47°26'30" East, a distance of 712.07 feet to a point; thence leaving said southwestern line along the eastern line of property now or formerly of the New Town Gateway Commercial, L.L.C. as recorded in Book 4021 Page 2363 and Book 4129 Page 2409 and the western line of property now or formerly Whittaker Builders, Inc. as recorded in Deed Book 3625, Page 64 the following; South 09°26'55" West, a distance of 334.47 feet to a point; thence North 80°33'05" West, a distance of 133.65 feet to a point; thence South 09°26'55" West, a distance of 286.47 feet to a point of curvature; thence along a curve to the right having a radius of 347.00 feet, an arc length of 200.72 feet, a chord of which bears South 26'01'11" West, a chord distance of 197.93 feet to a point; thence South 42°35'27" West, a distance of 207.76 feet to a point of curvature; thence along a curve to the left having a radius of 1604.85 feet an arc length of 330.28 feet, a chord of which bears South 36°41'42" West, a chord distance of 329.69 feet to a point; thence along a curve to the left having a radius of 389.94 feet, an arc distance of 120.58 feet, a chord of which bears South 21°56'26" West, a chord distance of 120.10 feet to a point; thence North 80°35'39" West a distance of 152.73 feet to a point of curvature; thence along a curve to the right having a radius of 542.44 feet, an arc length of 177.53 feet, a chord of which bears North 21°25'24" East a chord distance of 176.74 feet to a point; thence along a curve to the right having a radius of 1757.35 feet, an arc length of 96.15 feet, a chord of which bears North 32°22'00" East, a chord distance of 96.14 feet to a point; thence North 47°24'33" West a distance of 472.90 feet to a point; thence South 42°35'27" West, a distance of 520.51 feet a point on the southwestern line of U.S. Survey 290; thence along said southwestern line North 47°33'30" West, a distance of 688.36 feet to a point on the aforementioned southeastern right-of-way line of New Town Boulevard; thence leaving said southwestern line and along said right-of-way line North 52°15'00" East, a distance of 992.27 feet to a point, said point being the northernmost corner of property now or formerly of Raymond and Helena Boschert as recorded in Book 436, Page 356 of the St. Charles County Missouri Recorder's Office; thence along said right-of-way line North 51°55'00" East, a distance of 809.36 feet back to the POINT OF BEGINNING and containing 1,651,201 square feet or 37.90 acres more or less.

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EXHIBIT B
TO
THE NEW TOWN AT ST. CHARLES RULES AND REGULATIONS

Installation Preference Checklist

Any satellite dish or similar device shall be installed in such a manner that it is placed in the most preferable location considering the factors of Orientation, Location, Height, and Screening, with the first listed placement under each category being the most preferable. Each prior preference shall be eliminated in sequence regarding whether it will allow for the provision of an acceptable signal prior to considering placement of the device within the next listed preference. Consideration of each element shall be signified by marking either "Acceptable Signal" or "Unacceptable Signal."

Preference Description	Acceptable Signal	Unacceptable Signal
A. Orientation.		
1. South facing orientation of the dish	_____	_____
2. West or East facing orientation of the dish	_____	_____
3. North facing orientation of the dish	_____	_____
B. Location.		
1. Placement on the courtyard or rear yard side of the building and mounted on the face of the building wall.	_____	_____
2. Placement on the courtyard or rear yard side of the building and mounted on a metal pole located within 2 feet of the building wall.	_____	_____
3. If there is no courtyard or rear yard side of the building, then on the rear yard garage roof within two feet of the eave	_____	_____
4. If there is no courtyard or rear yard side of the building, then on the rear yard garage roof at the next closest distance after a distance of two feet from the eave	_____	_____
5. If there is no courtyard or rear yard side of the building, and no rear yard garage then on the back wall of the house	_____	_____
6. If there is no courtyard or rear yard side of the building, and no rear yard garage then in the side yard on a pole within 2 feet of the building wall and within 3 feet of the adjacent grade	_____	_____

7. If there is no courtyard or rear yard side of the building, and no rear yard garage at the next closest distance to the back wall of the house	_____	_____
C. Height.		
1. Placement within 3 feet from the ground adjacent to the best location with pole mounting	_____	_____
2. Placement as close as possible to 3 feet from the ground adjacent to the best location with pole mounting	_____	_____
3. If placed on the rear yard garage, then within two feet from the eave	_____	_____
4. If placed on the rear yard garage, then at the next closest distance to within two feet from the eave	_____	_____
D. Screening.		
1. Concealment of the device by shrubbery or other natural landscaping elements otherwise allowable within the restrictions of the development	_____	_____
2. Concealment of the device by an opaque surface such as a wall or fence otherwise allowable within the restrictions of the development	_____	_____
3. Concealment of the device by shrubbery or other natural landscaping elements in addition to an opaque surface such as a wall or fence, all as otherwise allowable within the restrictions of the development	_____	_____
4. Concealment of the device by a natural or manmade object otherwise allowable within the restrictions of the development	_____	_____
5. Concealment of the device by the individual characteristics or location of the Property within the development"	_____	_____