

Camelot Homeowners Association

COVENANTS AND RESTRICTIONS

THIRD AMENDMENT

FILED - ST. CHARLES COUNTY

27 MARCH 2002

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMELOT

THIS AMENDMENT is made as of the 27th day of March, 2002, to that certain Declaration of Covenants, Conditions and Restrictions for Camelot, dated as of February 26, 1996, recorded in Book 1817, page 455 through 476, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by the Camelot Homeowners Association (the "Association"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

- A. Article X, Section 4 of the Declaration permits the Declaration to be amended by an instrument signed by Owners having at least sixty percent (60%) of the votes in the Association.
- B. In accordance with Article X, Section 4, the Association and the Board desire to amend the Declaration as set forth below.
- C. The Association and the Board further has incorporated into this 3rd Amendment of Camelot all previous amendments as presently enforced or enacted, or as amended by the 3rd Amendment to Camelot.

AMENDMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as set forth herein below:

ARTICLE I DEFINITIONS

4. Delete all wording. Replace with- Section left blank.
11. "Assessment" shall mean the amount of liability for Association Expenses allocated to any Property Unit.
12. "Association Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

13. "Design Standards" shall mean a set of standards for the design and location and construction of all improvements within the jurisdiction of the Board. The document containing these Design Standards shall be entitled Camelot Subdivision Design Standards and shall be recorded. As used in this Declaration, the term Design Standards shall mean either the standards themselves or the document, as the context so requires.

14. "Board" shall mean the Board of Directors of Camelot Subdivision.

15. "Declaration" shall mean this Master Declaration of Covenants, Conditions and Restrictions, and any amendments to it duly recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri.

16. "Property Unit" shall mean Lots, whether unimproved or improved with a residence.

17. "Property Unit Owner" and "Property Owner" shall mean the Lot Owners. It is a term meant to include all Owners of real property within Camelot Subdivision, with the exception of the Association itself.

18. "Membership" shall mean every person or legal entity who holds membership in the Association. It includes every Property Unit Owner, including Lot Owners. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

19. "Drip Line" shall mean the outermost perimeter of the crown of a tree as projected vertically to the ground.

20. "Tree Protection Zone" shall mean a circular zone around a tree which shall encompass the entire drip line of the tree but in no case shall be less than a radius of six (6) feet around the tree.

21. "Caliper" shall mean the diameter of a tree measured one foot above ground level.

22. "Monarch Tree" shall mean a tree, which has a circumference of at least twenty (20) inches, measured two (2) feet from the ground.

23. "Protected Tree" shall mean any deciduous tree that has a circumference of six (6) inches or more, and any coniferous tree exceeding ten (10) feet in height.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2. Additions to Existing Property. Change Developer to Association.

3. Persons Subject to this Declaration.

3.1. Compliance with Documents. All Owners, builders and persons and entities providing construction or development services, residents, tenants, trustees, mortgagees, guests, invitees, contract vendees and occupants of Lots on Residential Units shall comply with this Declaration and the Design Standards.

The acceptance of a deed, the exercise of any incident of ownership, the entering into a lease, the entering into a construction development or other agreement providing for the erection of any improvement on any part of Camelot,

or the entering into occupancy of a Residential Unit constitutes agreement that the provisions of this Declaration and the Design Standards are accepted and ratified by such Owner, builders and persons and entities providing construction or development services, resident, tenant, trustee, mortgagee, guest, invitee, or occupant. All provisions of this Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such subdivision property or any part thereof. The acceptance of a deed, the exercise of any incident of ownership, the entering into a lease, or the use of any of the facilities on or within the Camelot grounds, constitutes agreement that those provisions of this Declaration which apply to those Camelot Subdivision Grounds are accepted and ratified by such Owner, builders and persons and entities providing construction or development services, tenant, mortgagee, guest, invitee, or user. The provisions of this Declaration are covenants running with the land and shall bind any persons having at any time an interest or estate in such subdivision property or any part thereof.

ARTICLE III PROPERTY RIGHTS

1. b.(v) Add - nothing in the above is to restrict the Unit Owners property rights to lawful use of state licensed vehicles on the private streets of Camelot.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership.

a. Each Property Unit Owner shall be a member of the Association by virtue of such ownership status, whether or not it shall be so expressed in any deed or other conveyance. This does not include persons or entities who hold an interest merely as security for the performance of an obligation. The Property Unit Owner shall be entitled to one membership for each Lot. Only one vote shall be associated with any Lot, regardless of whether title is held by one or more persons or entities. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

b. The membership held by any Property Unit Owner shall not be transferred, or pledged in any way, except upon the sale of any Lot, and then only to the purchaser. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

2. Voting. Delete wording- including Developer with respect to unsold Lots, Add- Unless otherwise stated in this Declaration, a majority vote of the Property Owners (present or represented by proxy or written ballot submitted prior to a deadline established for such written ballot) at which a quorum is present shall be necessary for the adoption by the Association of any matter upon which the Property Owners have authority to act. No cumulative voting shall be permitted at

any meeting of the Members or in any vote of the Members. No voter may vote more than once for each issue.

4. Association Meetings. Delete- The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than sixty (60) days after Developer sells the last Lot in the Subdivision owned by Developer to an Owner, and thereafter the annual meeting of the Owners shall be held on the same day of each year on the anniversary date of the first annual meeting called by the Directors at the same hour or at such other date or hour specified in the written notice of such meeting. Add- There shall be an annual meeting held each January at a place and time to be determined by the Board of Directors.

ARTICLE V BOARD OF DIRECTORS

1. Number and Term. Delete all wording. Replace with- The Board of Directors of the Association shall, except as otherwise provided herein, consist of three (3) persons, with each person elected by a majority vote of a quorum of Owners. Effective January 2003 and thereafter, the Board of Directors of the Association shall, except as otherwise provided herein, consist of five (5) persons, with each person elected by a majority vote of a quorum of Owners. Except as otherwise provided herein, each Director shall hold office for the term of one year and until his successor shall be elected and qualified.

3. Qualifications. Delete words- Except for Directors appointed by the Developer,

6. Removal. Delete words- Except for the Directors appointed by Developer,

10. Powers and Duties.

10. Records. Delete all. Replace with Section left blank.

11. Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Owners, and by the holders of a first mortgage or first deed of trust on any Lot, at convenient hours on week-days. Payment vouchers must be approved by two-thirds (2/3) of the Directors.

ARTICLE VI BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of Subdivision Lien. Delete- Notwithstanding the foregoing, no Assessment or Special Assessment shall be charged against Lots owned by Developer and Developer shall have no obligation to pay Assessments or Special Assessments relating to Lots owned by Developer at any time.

1.1 Lien for Assessments. The Association has a lien on a Property Unit for any assessment levied against that Property Unit or fines imposed against its Owner

from the time the assessment or fine becomes due. Fees, charges, late charges, fines, and interest charged pursuant to Article V section (10), are enforceable as assessments under this Section.

1.1.1 If an assessment is payable in installments, the full amount of the assessment is a lien from the time any unpaid installment became due.

1.1.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 1.1 is required.

1.1.3 Any collection or enforcement action brought by the Association brought under this Section 1.1 shall have the right to recover litigation expenses, reasonable attorney's fees, and court costs.

1.1.4 Within ten (10) days of written request by the Property Owner, the Association shall furnish a statement setting forth the amount of unpaid assessments against the Property Unit. If the Property Unit Owner's interest is

real estate, any request by the Property Unit Owner that the statement be in recordable form shall be satisfied.

1.2 Remedies.

1.2.1 Any assessment, not paid when due, shall be delinquent.

1.2.2 The Association may, as the Board shall determine, institute suit to collect such amounts and/or foreclose its lien.

1.2.3 No owner may waive or otherwise escape liability for assessments by abandonment of the Property Unit or non-use of the Common Areas.

1.2.4 All payments shall be applied first to costs of collection and attorney's fees; then to late charges; then to interest; then to newly-delinquent assessments; then to any unpaid installments of the assessments which are coming due within thirty (30) days of payment; and then to any unpaid installments of the assessments which are the subject matter of the suit or foreclosure.

1.2.5 This Section does not prohibit actions to recover sums for which Section 1.1 creates a lien, nor does it prohibit the Association from taking a deed in lieu of foreclosure.

3. Establishment of Budget and Assessments.

b. Delete all words. Replace with - Section left blank.

6. Commencement of Annual Assessments. Delete- In addition to the foregoing, each Owner purchasing a Lot from the Developer shall pay an initial setup fee to be

deposited with the Association and which shall be in such amount a Developer shall

determine by which shall be uniform for all Lot Owners.

Replace with- In addition to the foregoing, each Owner purchasing an undeveloped Lot shall pay an initial set-up fee to be deposited with the Association and which shall be in such amount as Directors shall determine but

which shall be uniform for all Lot Owners.

ARTICLE VII GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions.

(a) Delete all wording. Replace with- No Lot shall be used for any business or commercial purpose, and each Lot shall be used solely for residential

purpose except for use pursuant to home occupations as set forth below and for entrance monuments. In no event shall any Lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

(b) Add- Each Owner shall also maintain his Lot and Dwelling in compliance with all applicable Camelot Declarations.

(e) Delete words- provided, however that the Developer may re-subdivide any Lot and sell or lease any fractional part thereof.

(f) Add- All containers shall be properly sealed with secure lids and bagged containers shall be securely tied at all times.

(g) Add- Gas grills are exempt.

(k) Add-The Directors, after written notice to the Property Owner, can take action to bring Owner's Property into compliance. Any costs involved in bringing an Owner's Property into compliance will be charged back to the Owner and treated the same as assessments, as described in Article IX. All Builders shall be held responsible for maintaining any and all Lots they own or build upon in a manner consistent with these Declarations. This includes, but is not limited to, keeping the streets used to arrive at and depart from said Lots in a dean manner (no dirt, mud, stones or building material shall be left in the streets), and placing a barrier on the property to prevent debris from blowing onto surrounding property.

(l) Add- (after paving), placement of waste,
Delete words- except as specifically provided herein. Replace wrth- unless approved by the Directors.

Add- No trees or vegetation of any kind may be removed without approval from the Board of Directors. Cutting of grass in common areas is exempt, with Board approval only.

(q) Delete words- except Developer.

2. Dwelling Restrictions.

(c) Requirements: Minimum Building. Any Dwelling must conform to the following minimum enclosed floor area:

Ranches or one story	2700 square feet
Two-story	2700 square feet
Split Levels	Not allowed
1 1/2 story	2700 square feet

(e) Uncompleted Structures. Add- The total completion time for the construction of a dwelling shall be one (1) year from the date of Directors' approval for

the construction. Construction of a dwelling or other approved construction must

commence within six (6) months after the date of Directors' approval or the applicant

must resubmit plans for approval.

(f) Garages: Change two (2) car garage to three (3) car garage.

Delete words- unless installed by the Developer in the initial construction of

the Dwelling, or otherwise approved by the Board of Directors, in its sole discretion.

Add- Total number of garage spaces per Lot cannot be greater than four. Rear entry garages will be allowed when approved by the Board, all other garages

must be side entry. Garage doors shall not be visible from the front elevation of a dwelling.

(g) Exterior Walls. Delete wording-Not more than eighteen (18) inches of concrete foundation wall may be left exposed without being covered or

constructed of the same materials as used in the construction of the exterior wall of the Dwelling directly above the exposed portion of the concrete foundation.

Add- Exterior walls shall be covered to grade and be covered or constructed of the same materials as used in the construction of the exterior wall of the

Dwelling directly above the exposed portion of the concrete foundation.

(h) Swimming Pools. Add- The drawings and specifications for swimming pools submitted to the Directors for approval must include specifications for the

pool, and drawings showing landscaping, screening materials and elevations along with fence drawings, retaining walls and details. Pools shall not drain onto

Common Areas or neighboring Lots. Pool pumps and filtering equipment must be screened from view with approved landscaping.

(i) Decks and Porches. All areas of new construction which are designed with elevated doorways for a deck or porch shall have the deck or porch installed within ninety (90) days after occupancy. This is also a requirement for patios with entry doors at ground level.

(l) Solar Collection systems. Exterior solar collection systems, wind generator

systems, or other similar appliances are prohibited.

(m) Elevations. No identical front or rear elevations on adjacent Lots will be

permitted. Architectural interest is to be provided in rear elevations, especially on Lots that back to Independence Road. Such architectural interest shall consist of not less than twenty percent (20%) glass or other architectural features such as bay windows, porches, decks, as deemed appropriate by the Directors.

(n) Sun Control Devices. Sun Control Devices shall be compatible with the architectural character of the house. Metal awnings are prohibited. Solid colors shall be used in all instances.

(o) Attic Ventilators. Attic ventilators or other mechanical apparatus requiring

roof penetration shall be as small as possible and every effort is to be made to

locate them so they are not visible above the ridgeline of the roof from the street. Attic ventilators penetrating the roof shall be painted or finished to

match the roof.

(p) Skylights. On front elevations, only low profile skylights shall be permitted.

Skylights shall be bronze, black or a color to match the roof.

(q) Screening. Porch screening shall match the color of existing window and door screens.

(r) Lighting. No exterior lighting shall be directed outside Owner's Lot.

(s) Dormers. Fake window dormers shall be treated so that rafters and framing are not visible from the street.

(t) Flashing. Visible unpainted aluminum flashing extending more than 2 inches in the vertical on a home's front elevation is prohibited. Copper flashing is preferred.

(u) Mailboxes. Mailboxes shall be decorative in design and shall be made of brick, stone, or wrought iron and be complimentary to the design of the house.

(v) Air Conditioners. Window air conditioners are not permitted.

(w) Clotheslines. No permanent or temporary clotheslines or similar device constructed for the purpose of hanging laundry shall be permitted.

(x) Swing sets and Sport Equipment. Erection of any swing set, slide basketball basket, trampoline or similar playground or sports-related equipment shall not infringe upon a neighbor's property or privacy and shall be installed/erected within the standard setbacks and cannot be erected within five (5) feet of any property line.

(y) Roof Pitch. Roof shall not be less than an 8/12 pitch.

(z) Driveways. Parking Pads and Sidewalks. All driveways, parking pads and sidewalks for new construction shall be exposed aggregate, concrete, picture frame brush finished concrete, or brick or masonry paver. No asphalt shall be used. Existing driveways, parking pads and sidewalks shall be maintained in like kind and quality. Replacement of existing driveways and parking pads shall be in aggregate, concrete, picture frame brush finished concrete, or brick or masonry paver only. All circular driveways shall require the prior written approval of the Directors. All finishes and colors are subject to Director approval. The Directors reserves the right to reject without recourse any finish or color deemed to be objectionable.

3. Bond. A cash bond in the minimum amount of three thousand dollars (\$3000.00) shall be deposited with the Directors for each new home to be built to assure compliance/completion of the construction with and to the Declarations and to cover any possible damage which may be incurred to any and all Camelot Subdivision streets bordering the Lot being built upon. The bond shall be placed in escrow and the full amount plus interest shall be returned after the Directors make the final inspection of said property before occupancy. If other construction such as a pool, deck, or patio is included with the home plans when submitted for Directors approval, these items must also be satisfactorily completed before the release of the Bond. Any damage to the site or surrounding area by the builder and or contractors working for said builder at or around said site that is not repaired by the builder, can be repaired at the Directors discretion and deducted from the cash bond. Damage repair must be approved by the Directors before the release of all or part of the cash bond. Other structures, including, but not limited to, pools, pool houses, building additions, greenhouses, and gazebos may require a bond set at the discretion of the Directors.

ARTICLE X GENERAL PROVISIONS

4. Amendment. Delete words-This Declaration may be amended by the unanimous consent of the Directors at any time prior to the election of the Board of Directors by the Association, as provided in Article V, Section 1 of the Declaration. Thereafter,
Add- Notice of approval shall be provided to all residents along with a revised copy

of this declaration.

5. Reservation of Expenditures. Replace the word Developer with the word Association.

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6. Release. Replace the word Developer with the word Association.

ARTICLE XI GUIDELINES FOR ARCHITECTURAL APPROVAL BY DIRECTORS

1. Purpose. The following guidelines will be used by the Directors in the construction submittal evaluation, but are not to be considered all-inclusive. The Director's primary purpose in reaching a decision in the evaluation process is to preserve and protect the value and desirability of the Camelot Subdivision.

3. Approval Process. The following factors may be considered in the Director's approval process:

(a) Suitability of the improvement in relation to the particular site upon which it is to be built,

(b) Quality of materials,

(c) Architectural harmony thereof with the immediate surroundings and neighborhood setting. Architectural harmony considers aesthetics, value, architectural style, conformity to existing structures and natural setting and

overall plan for development.

ARTICLE XII PRESERVATION OF TREES

1. Protection of Trees During Development Activities. To assure the health and survival of trees in the Camelot Subdivision, the builder and or contractor for the

approved construction shall avoid the following kinds of tree injuries:

A. Mechanical injuries to roots, trunk, and branches.

(1) Prior to any land preparation or other development activities, a protective

barrier easily visible to equipment operators shall be places around all monarch trees

and protected trees so as to encompass the entire tree protection zone.

(2) No attachment, wires (other than supporting wires), signs or permits may be

fastened to any monarch tree or protected tree.

(3) No equipment, construction materials or debris of any kind shall be driven or

placed within the protective barrier.

(4) In lieu of constructing the barriers around individual trees as required above, the

developer may physically designate large areas as undisturbed tree areas where no

land preparation or other development activities of any kind will occur. The area

shall be designated by placing stakes a minimum of twenty-five (25) feet apart and

tying ribbon, plastic tape, or rope, or some other suitable material from stake to

stake along the outside perimeter of the area. This perimeter line shall be beyond the tree protection zone of any monarch trees and protected trees growing within the area.

(5) Required protective barriers and perimeter lines shall remain in place until all construction activity, except landscaping within the protected area, is completed.

B. Injuries by chemical poisoning.

(1) No fuel, paint, solvent, oil, thinner, asphalt, cement, grout or any other construction chemical or other material or tools of any kind shall be stored or allowed in any manner to enter, within a required protective barrier or line.

(2) No equipment shall be cleaned within a required protective barrier or perimeter line.

C. Injuries by Grade Changes.

Grade changes shall not be made within the tree protection zone unless special protective measures are taken. The specific plan for protecting trees due to any grade

changes within the tree protection zone shall be submitted with the Site Development

Plan, Minor Site Plan or Preliminary Subdivision Plat application and shall be approved

by the Zoning Commissioner or designee prior to commencement of development.

D. Injuries by Excavations.

(1) Water, sewer, gas and other similar utility lines should be routed around the tree protection zones of monarch trees and protected trees.

(2) If a line cannot reasonable be routed around the tree protection zone, the line shall be tunneled instead of trenched beneath the area within the zone. The tunnel shall be offset to one side of the trunk to prevent damage to the main taproots.

E. Injuries by Paving.

Porous paving may be placed within the tree protection zone of a protected tree, so long

as no damage is inflicted to the tree by grade change, compaction of the soil, or any other cause.

Except as specifically amended in this Amendment, all other terms and provisions of

the Declaration shall remain in full force and effect unmodified hereby and are hereby ratified and affirmed.

ADDENDUM TO THE THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS ANT) RESTRICTIONS

THIS ADDENDUM is made as of the 7th day of May, 2002, to that certain Declaration of Covenants, Conditions and Restrictions for Camelot, dated as of February

26,1996, recorded in Book 1817, page 455 through 476, and amended on the 27th day of March 2002, recorded in Book 2847, page 827, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by the Camelot Homeowners Association (the "Association"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated),

RECITALS

A. Article X, Section 4 of the Declaration permits the Declaration to be amended by an instrument signed by Owners having at least sixty percent (60%) of the votes in the Association.

B. In Accordance with Article X, Section 4, the Association and the Board desire to amend the Declaration as set forth below.

C. The Association and the Board further has incorporated into this Addendum to the 3rd Amendment of Camelot all pervious amendments as presently enforced or enacted, or as amended by the 3rd Amendment to Camelot.

ADDENDUM TO THE THIRD AMENDMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as set forth herein below:

ARTICLE V

10. Powers and Duties. (h) Delete words- (except those of Developer) Md- This inelttides, but net limited ie, buildings, walls, swimming peels and the perimeter fencing required around pools, retaining walls, driveways, sidewalks, flagpoles, satellite dishes, stFuetures and ether improvements.

ARTICLE VI

1.2 Remedies.

1.2.6 The Association's lien may be foreclosed in like manner as a deed of trust on real estate, including power of sale as provided by the statute in force at the time of foreclosure.

ARTICLE VII

1. Creation of Covenants and Restrictions.

(n) Delete all wording. Replace with- There shall be no outside storage buildings or unattached garages. Any other outbuildings or structures, i.e. pool houses and greenhouses, are to coordinate with the design standards of record and be first approved by the Directors. No doghouses are to be placed on Common Ground.