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RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: AMENDMENT TO DECLARATION OF GOVERNANCE,  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE NEW TOWN AT ST. CHARLES

DATE: \_\_\_\_\_

GRANTOR: WHITTAKER BUILDERS, INC.  
355A Mid Rivers Mall Drive, St. Peters, MO 63376

GRANTEE: WHITTAKER BUILDERS, INC.  
355A Mid Rivers Mall Drive, St. Peters, MO 63376

REFERENCE BOOK AND PAGE NUMBER: Declaration of Governance, Covenants,  
Conditions, and Restrictions for The New Town at St. Charles recorded in Book DE4122, Page  
1574, in the Recorder of Deeds' Office of St. Charles County, Missouri.

AMENDMENT TO THE  
DECLARATION OF GOVERNANCE, COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE NEW TOWN AT ST. CHARLES

THIS AMENDMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2005, to that certain Declaration of Governance, Covenants, Conditions and Restrictions for The New Town at St. Charles, dated as of the 8th day of March, recorded in Book DE4122 , Page 1574, in the office of the St. Charles County Recorder of Deeds (the "Declaration"), by Whittaker Builders, Inc., a Missouri corporation (the "Founder"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated).

RECITALS

A. Article III, Section 5(a), of the Declaration permits the Declaration to be amended prior to the Turnover Date by the Founder, if at its sole discretion, the Founder believes that such changes will better accomplish the objectives of the Community, adjust to market conditions, or respond to changing land use conditions both within and without the Community.

B. This Amendment is made prior to the Turnover Date which is defined in Article I, Section 39 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.

C. Whittaker Builders, Inc., a Missouri corporation is named as the Founder, owns at least one Parcel within the Community, and has not relinquished any rights set forth in the above paragraph "B."

D. Article IX, Section 1, Subparagraph (o)(iii), of the Declaration sets forth the method of enforcement for violations of the Covenants and Restrictions set forth in the Declaration

E. In accordance with Article XI, Section 4, the Founder desires to amend the aforesaid Article IX, Section 1, Subparagraph (o) (iii) to change the procedure with respect to enforcement of the covenants and restrictions of the Declaration by amending the Declaration as set forth herein below.

## AMENDMENT

NOW, THEREFORE, in accordance with Article III, Section 5, of the Declaration, the Founder amends Article IX, Section 1, Subparagraph (o) (iii) of the Declaration as follows:

A. The current language of that subsection is replaced with the following:

“(iii) Notice, Hearing and Fines. In the event any Owner or Occupant is believed to be in violation of this Declaration, the Rules and Regulations or the Code, then the Board or District Assembly, as the case may be, shall not impose a fine, suspend voting rights or suspend or terminate any other rights pursuant to Section (o) (ii) above unless written demand to cease and desist from such alleged violation shall be served upon the Owner responsible for such violation setting forth the information required by the terms and provisions of this Section (o)(iii) and providing such Owner the opportunity to appear before and be heard by the New Town Architect. Any notices required by this Section (o)(iii) shall specify:

(a) The alleged violation;

(b) The action required to abate such violation;

(c) The time period of not less than five (5) days during which the violation may be abated and corrected by such owner without further sanctions if such violation is a continuing one or, if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Rules and Regulations or the Code may result in the imposition of sanctions; and

(d) The date, which shall be no earlier than five (5) days from the date of such written notice, and the time and place at which such Owner may appear before the New Town Architect to be heard.

Each day an infraction continues shall be deemed a separate infraction subject to fine. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The District Assembly or the Board may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fine charged at any stage bears interest at 18% per annum until paid in full, including any time period during which the fine is being appealed. Interest may be suspended by paying fine while awaiting appeal. Any fines collected shall be contributed to the general fund of the Assembly. The foregoing procedure shall only be applicable to the enforcement right specified in Section (o)(ii) above and shall not apply to the exercise of any other rights or remedies specified in any other section or provision of this Declaration, the Rules and Regulations or the Code.

