

**FIRST AMENDED INDENTURE OF TRUST, RESTRICTIONS
AND DECLARATION OF COVENANTS
FOR COPPER LAKES
WILDWOOD, MISSOURI**

This First Amended Indenture made and entered into as of this 9th day of February, 1999, by and between all of the current Trustees of Copper Lakes Subdivision (as defined herein) and at least one-half (1/2) of the then recorded Owners of fee simple title of the Lots of Copper Lakes Subdivision.

WITNESSETH:

WHEREAS, the Trustees propose to amend and consolidate the terms contained in the original Indenture of Trust and Restrictions for Copper Lakes, St. Louis County, Missouri dated January 18, 1990, recorded at Book 8688, Page 1652, of the St. Louis County Recorder of Deeds (hereinafter referred to as the "Original Indenture") with those contained in the original Declaration of Covenants and Conditions and By Laws for Copper Lakes Recreational Association, dated February 5, 1990 and in Book 8704, page 1313 of the St. Louis County Recorder of Deeds (hereinafter referred to as the "Original Declaration").

WHEREAS, the Trustees intend to form and incorporate a homeowners Association known as the Copper Lakes Homeowners Association through which they intend to perform their duties and obligations as Trustees under this First Amendment.

WHEREAS, pursuant to Article VII, Paragraph 7 of the Original Indenture and Article X, Paragraph 2 of the Original Declaration, each document may be amended with the written agreement of not less than one-half (1/2) of the then recorded Owners of fee simple title of the Lots of Copper Lake subdivision.

WHEREAS, it is the purpose and intent of this First Amended Indenture of Trust, Restrictions and Declarations of Covenants for Copper Lakes (hereinafter "First Amended Indenture") to preserve and protect said subdivision and any future tracts of land added under this First Amended Indenture or subsequent amendment to amend and supplement the plans contained in the First Amended Indenture to the subdivision, to protect the same against certain uses by the continued development of a common neighborhood plan and restrictions not only to all of said land and every parcel, and all "Common Ground" thereof as it may be sold from time to time, but also in favor of or against said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent Owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of all of said parcels, and to foster the welfare and safety of said Owners of Lots and Living Units, their invitees, licensees and the like; and

WHEREAS, all reservations, limitations, conditions, easements and encumbrances herein contained, all of which are sometimes hereinafter termed "Restrictions" are jointly and severally for the benefit of the persons who may purchase, hold, lease or use the tracts covered by this instrument.

WHEREAS, this instrument continues for the perpetuity and after expiration of said time, fee simple title to the above described property shall vest in all of the then recorded Owners of all Lots in any subdivision of the afore described property known as Copper Lakes Subdivision, as tenants in common, but the rights of said tenants in common shall be only appurtenant to and in conjunction with their ownership of Lots in said subdivision, and any conveyance or change of ownership of any Lot or Lots in the subdivision shall carry with it ownership in Common Ground so that none of the Owners of the Lots in Plats of said subdivision hereinafter recorded, and none of the owners of the Common Ground shall have such rights of Common Ground except as an incident to the ownership of a regularly platted Lot; and any sale of any Lot in the subdivision, including any Lot in said subdivision, the Plat of which shall hereafter be recorded, shall carry with it without specifically mentioning it, all the incidents of ownership of Common Ground, provided, however, that all of the rights, powers and authority conferred upon the Trustees of the subdivision, including plats thereof which shall hereafter be recorded, shall continue to be possessed by the Trustees.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, made by and among the parties hereto, each to the other, the parties hereto do covenant and agree to and with each other, do collectively and individually, for themselves, their heirs, successors and assigns and for and on behalf of all persons who may hereinafter derive title to or otherwise hold through them, together with their heirs, successors and assigns, any and all of the parcels of land in Copper Lakes Subdivision, the following First Amended Indentures, restrictive covenants, easements, reservations and requirements upon the land that is in such subdivision, which such First Amended Indentures, restrictive covenants, easements, reservations and requirements shall run with the land and shall remain in full force and effect for the duration of the subdivision, or until the First Amended Indentures shall be amended or rescinded upon the written consent of the Owners of record of a majority of the Lots, whichever event shall occur first.

I.

DEFINITIONS

- 1.1 "Association" shall mean and refer to Copper Lakes Subdivision Association, a Missouri not-for-profit corporation, its successors and assigns. The Association shall register with the Missouri Secretary of State and adopt the Association's Articles or Bylaws approved by the Association membership.
- 1.2 "Common Area" or "Common Ground" shall mean and refer to all real property owned by the Association or its Trustees for the common use and enjoyment of the Owners, which shall include any and all Recreational Facilities, lakes, clubhouses, swimming pools, tennis courts, streets, roads, lanes, paths, parkways, common property, and easements therefor, and also easements for public utilities, storm water and sanitary sewers and drainage facilities contained in said Common Area.
- 1.3 "Living Unit" shall mean and refer to any portion of a building on the Properties designed and intended for independent residential use.

- 1.4 "Lot" shall mean and refer to any plot of land, with the exception of Common Ground, shown on any recorded subdivision plat of the Properties.
- 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit within the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.
- 1.6 "Properties" shall mean and refer to the real property described on Exhibit A and any future property the Declarant may decide to add to Copper Lakes and/or subordinate to this Declaration.
- 1.7 "Recreational Facilities" shall mean any improvement to the Common Area made available for use by the Owners, guests and/or invitees as determined by the use rules and regulations promulgated from time to time by the Association.
- 1.8 "Trustee" shall mean the original and all successor Trustees. The terms Trustee, Director, and Board Member shall be interchangeable throughout this First Amended Indenture and the Copper Lakes Homeowners' Association bylaws.

II.

MEMBERSHIP AND VOTING RIGHTS

- 2.1 Every Owner of a Lot or Living Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment.
- 2.2 The Association shall have one (1) class of voting members:
- Each Owner shall be a member of the Association. An Owner shall be entitled to one (1) vote for each Lot and Living Unit owned. When more than one (1) person holds an interest in any Lot and Living Unit, in no event shall more than one (1) vote be cast with respect to any Lot and Living Unit.
- 2.3 ELECTION OF ASSOCIATION BOARD OF TRUSTEES: Each year, as designated in the Association's Articles or Bylaws, the Owners shall elect Trustees to serve as directors on the Association Board of Directors for a term of three (3) years. All Trustees' rights and duties and obligations shall be defined through this First Amended Indenture, and the Association's Articles or Bylaws. If at any time, all five (5) appointed Trustees are being elected at one time, due to whatever reason, one (1) Trustee shall be elected for a term of three (3) years, two (2) Trustees shall be elected for a term of two (2) years and two (2) shall be elected for a term of (1) year. Thereafter, all Trustees shall be elected for terms of three (3) years each. All elected Trustee terms will expire November 30. Should a Trustee resign or for some reason be unable or unwilling to serve, the remaining Trustees shall, by a majority vote, fill the vacancy with an additional Trustee. If a majority vote

can not be reached regarding this appointment, a special meeting of all Owners pursuant to the procedures set forth in the Association's Articles or Bylaws will be held within forty-five (45) days to elect a replacement Trustee and fill the vacancy. This new Trustee shall serve as a Trustee until the natural expiration of the term he/she is serving out. Trustees must be Owners. Tenants and absentee landlords cannot be Trustees.

Where the provisions of these Indentures cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Wildwood City Council or its successors may upon the petition of any concerned resident or Owner, appoint one or more Trustee, not to exceed five (5), to fill the vacancies until such time as Trustees are elected in accordance with these Indentures. Any person so appointed who is not an Owner, shall be allowed a reasonable fee for his or her services, not to exceed \$100.00 per month, which fee shall be paid by the subdivision.

At any bi-annual or special meeting of the Owners called in conformity with the procedures described in these First Amended Indentures, attendance of at least twenty-five percent (25%) of the record Owners either in person or by proxy, shall constitute a quorum. If a quorum is not achieved at any such properly called meeting, a rescheduled meeting will be called in conformity with the procedures as described within the Association's Bylaws. At this rescheduled meeting, attendance by at least fifteen percent (15%) of the record Owners, either in person or by proxy, shall constitute a quorum. Each Owner, whether attending in person or by proxy, shall be entitled to one (1) vote per each Lot owned by such person. Any business relative or pertinent to the affairs of the subdivision may be transacted at a meeting of the Owners called in conformity with the procedures described in these First Amended Indentures and the Association's Articles or Bylaws. Trustees are required to have at least two (2) meetings per year to transact such business as relative and pertinent to the affairs of the subdivision as outlined in the Association's Bylaws. Lot Owners can request a special meeting of the subdivision by submitting a signed petition of twenty-five (25%) of the Owners to the current board of Trustees. The petition must state specifically any and all items to be addressed at such meeting. The Trustees must hold the meeting within thirty (30) days of receipt of the petition for a meeting.

III.

TRUSTEES DUTIES AND POWERS

The Trustees, through the Association's Board of Directors, shall have the rights, powers and authorities described in this instrument and the Association's Articles or Bylaws of the Association.

IV.

RECREATIONAL FACILITIES

In addition to the recreational usage provided on the improved Common Ground, Recreational Facilities may be provided on property to be owned by the Copper Lakes Subdivision. Such Facilities shall be available to and for the usage of the Owners in Copper Lakes, any subsequent plats added thereto and such other parties as the Association deems appropriate in their

discretion. Use of said facilities will be restricted to the Owners and their guests only and will be governed by rules and regulations as set forth by the Association. Violations of these rules and regulations may result in suspension or termination of the right of the Owners to use said facility. It shall be the Association's role to fund, maintain and manage such facilities in accordance with these Amended Indentures.

V.

ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the Lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

- 5.1 a) The Trustees and their successors are authorized to make uniform assessments except as hereinafter provided not to exceed Three Hundred Dollars (\$300.00) per Lot in each year upon and against the Lots in the Copper Lakes subdivision for the purpose of carrying out any and all of the general duties and powers of the Association as herein described or as described in the Association's Articles or Bylaws, and for the further purpose of enabling the Association to defend and enforce the restrictions adequately, to maintain streets and provide snow removal if required, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the Owners. The above assessment may be increased by ten percent (10%) over the previous year's assessment, at the discretion of the Trustees and their successors and without the vote of the Owners.
- b) In addition to the assessment made pursuant to Paragraph 5.1(a) above, the Trustees and their successors shall make a uniform assessment in an amount equal to five percent (5%) of the assessment made under Paragraph 5.1(a) per lot each year upon and against the several lots or parcels of land in said subdivision for the purpose of storm water maintenance and retention, said assessment to be collected annually until such time as the storm water easements have been accepted for maintenance by Metropolitan St. Louis Sewer District.
- c) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the Owners for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved by mail ballot or at a meeting of the Owners duly called and held in accordance with the terms of the Indentures or the Association's Articles or Bylaws, by a fifty-one percent (51%) majority vote of those present, in person or by proxy, at a meeting of the Owners called for consideration of such additional assessment or by mail ballot, the Trustees shall notify all Owners in said tracts of the additional assessments. The aforementioned limits mentioned in paragraph 5.1(a) do not apply to this paragraph;

however, no special assessment under this paragraph shall exceed Five Hundred Dollars (\$500.00) per Lot.

- 5.2 All assessments, either general or special, made by the Trustees for purposes herein above enumerated shall be made in the manner and subject to the following procedure, to-wit:
- a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal estate and deposited in the United States mail with postage prepaid or may be given by posting a brief notice of the assessment upon the Lot itself.
 - b) Every such assessment shall become due and payable within thirty (30) days after notice is given as herein above provided. From and after the date when said payment is due, it shall bear interest at the rate of Fifteen percent (15%) per annum until paid, and such payment and interest shall constitute a lien upon said Lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution authorizing a lien for delinquency and levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the lien and levy of the assessment with respect to any one or more Lots and cause same to be recorded in the Recorder's office in the County of St. Louis and the Trustees, will, upon payment, cancel or release any one or more Lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording a release of such assessment with respect to any Lot or Lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings the payments made on account of assessments.
 - c) Any and all expenses incurred by the Trustees in collecting any past due assessments including but not limited to recording fees and reasonable attorney's fees shall be the sole responsibility of the Owner of the Lot affected. These incurred expenses shall also constitute a lien upon the said Lot and said lien shall continue in full force and effect until said expenses have been fully paid.
 - d) In addition to the foregoing remedies, the Trustees shall have the right at their discretion to deny to any Owner(s) of Lot(s) who are delinquent in the payment of assessments which may be levied, either general or special, the right to use any Common areas as the Trustees may from time to time determine.
 - e) No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Living Unit.
 - f) Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust upon or against a Lot or Living Unit. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien; provided, however, the sale or transfer of any Lot or Living Unit pursuant to a

mortgage or deed of trust foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

g) Wholly and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein.

- (1) All properties dedicated to and accepted by a local public authority; and
- (2) The Common Area or other property owned by the Association.

- 5.3 All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.
- 5.4 The Trustees are authorized and empowered to procure such insurance including but not limited to public liability, property damage and officers' and directors' (Trustees') liability insurance, as they deem necessary and proper.

VI.

RESTRICTIONS

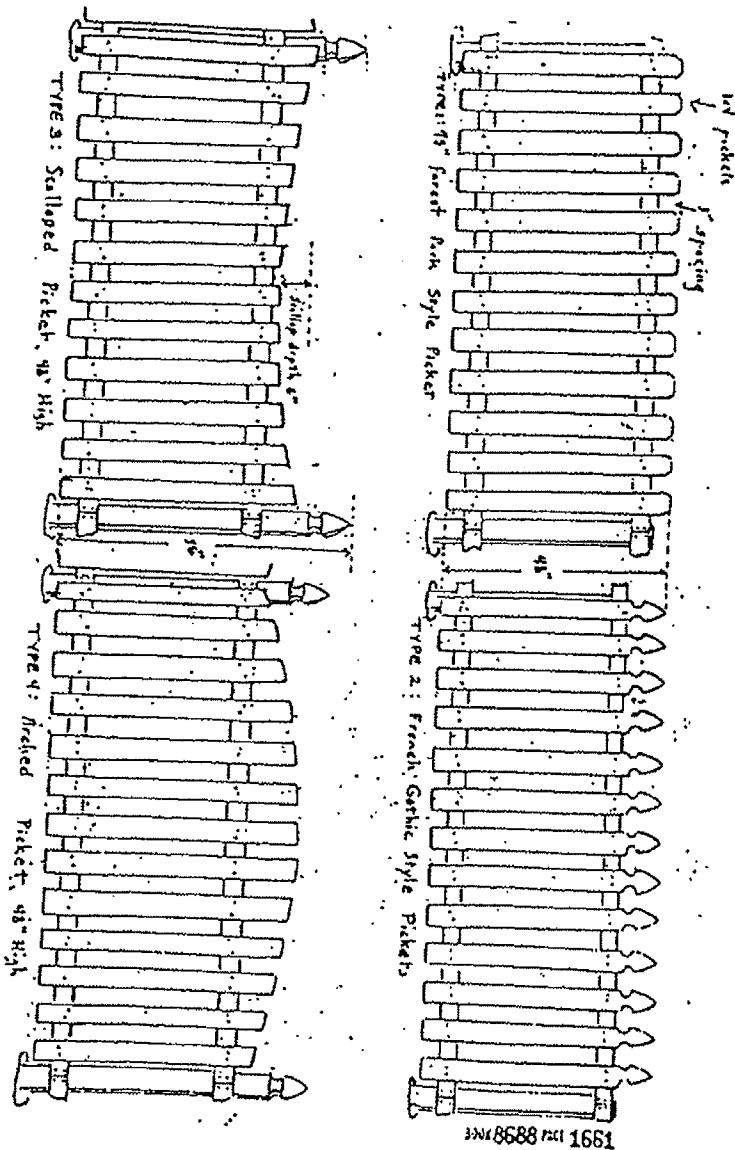
- 6.1 **Filing of Restrictions:** This First Amended Indenture and the covenants contained herein shall be filed in the Office of the Recorder of Deeds of St. Louis County, Missouri, shall run with the land and shall be binding upon the parties hereto and future landowners of the property herein above described and upon all persons and corporations claiming under the Parties hereto for a period of thirty (30) years from the date these Indentures are recorded, after which time said Indentures will automatically extend for successive periods of ten (10) years, unless a written instrument signed by the then Owners of the majority of the Lots has been recorded agreeing to change this Indenture and the covenants contained herein in whole or in part.
- 6.2 **Land Use and Building Type:** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and a private attached garage. Minimum finished livable area of dwelling shall not be less than as follows:
- One Story Single Family Residences – 1,400 sq. ft.
Two Story Single Family Residences – 2,003 sq. ft.
- 6.3 **Architectural Control:**

a) No structure, fence, satellite dish, radio or telephone antennae shall be erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure has been approved by the Trustees as to quality and type of workmanship and materials, harmony of external design with existing structures and existing landscaping, location with respect to topography and finish grade elevation, and as to compliance with this Indenture. No fence, hedge or mass planting shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without the approval of the Trustees and appropriate governmental authority. No fence may be erected on any part of a Lot that borders Common Ground without the approval of the Trustees. Trustee approval will be in accordance with Article V, Section 2, subparagraph (i) of the Bylaws for Copper Lakes Homeowners' Association.

b) The Trustees approval of fences is hereby limited to approval of fences that shall meet the following specifications:

- (1) Maximum height of 48" for full perimeter fencing.
- (2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. Lots may have exceptions at the sole discretion of the Trustees.
- (3) All fencing will be either/or:
 - (i) Wrought Iron or aluminum simulated wrought iron.
 - (ii) Wood picket style.
- (4) All fencing to be made only of the following materials:
 - (i) Wrought Iron or aluminum simulated wrought iron.
 - (ii) Cedar or wolmanized (treated wood). Cedar or wolmanized (treated wood) board fencing may have any picket width up to a maximum of six inches (6") in width. The minimum open space between pickets must be three inches (3") regardless of the picket width.
- (5) All picket fence is to be installed with the good side facing out.
- (6) All Lots will be professionally surveyed to assure proper fence locations.
- (7) All wood fences are to remain in their natural state, that is they cannot be painted a color.

- (8) Decks, swimming pools and patio privacy fencing will be handled by the Trustees on a case by case basis. Requests must be made in writing as outlined in these Indentures.
- (9) All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil.
- (10) Within one year following the erection of a structure or a fence, the Trustees may require the Lot Owner to landscape along the structure or fence. Landscaping may include materials such as rambling rose, multi-flora rose, evergreen shrubbery, or such other similar materials as may be deemed appropriate by the Trustees.
- (11) Below are pictures of examples of the four (4) types of fences that are allowed:



- (i) Chain link type fencing is specifically prohibited as a fence in the subdivision. Trustees shall have the right to install a chain link fence around any detention basin and/or box culvert installed in the subdivision.
 - (ii) Section 6.3(b)(2) above only applies to non-corner Lot yard fences. Corner Lot fences, privacy screens near patios, or other areas are subject to approval provided for in Section 6.3(a).
 - (iii) In order for Trustees approval to be valid, it must be in writing and signed by a majority of the Trustees.
- 6.4 Building Locations: No building shall be located on any Lot nearer to the front lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
- 6.5 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.
- 6.6 Nuisances: No loud, noxious or offensive activity shall be carried on or upon any Lot or any Common Ground of the subdivision, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any trucks, boats, trailers, campers, house trailers, recreational vehicles or commercial vehicles be regularly parked in the streets, yards or driveways of the Subdivision.
- 6.7 Temporary Structures: No structure of a temporary character, trailer, camper, mobile home, recreational vehicle, basement, tent, shed, barn or other building shall be used on any Lot at any time as a residence, either temporary or permanently.
- 6.8 Signs: No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale or rent, or similar sized sign used by a builder or contractor to advertise during the construction or a remodeling period.
- 6.9 Pets, Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other household pets provided that they are not kept, bred or maintained for commercial purposes, and no Lot Owner may have more than two dogs or cats.

- 6.10 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be located closer than 20 feet to any parking area.
- 6.11 Sewage Disposal: No individual sewage disposal system shall be permitted on any Lot.
- 6.12 Slope Control Area: Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which public authority or utility company is responsible. In addition, all swales or surface water run-off areas, required as a result of the installation of sump pumps in individual residences, intended to maintain positive drainage in accordance with the site construction plans as approved by St. Louis County, shall be maintained continuously of by the Owner of such Lot and shall not be the responsibility of St. Louis County.
- 6.13 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 6.14 Land Near Parks and Water Courses: No detached or outbuildings shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line of any part or edge of any open water course, including storm water retention ponds.
- 6.15 Trucks, Boats and other vehicles: No trucks, commercial vehicles, motorcycles, campers, recreational vehicles, house trailers, boats and their trailers, and trailers of any description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage.
- 6.16 Enforcement of Restrictions: Enforcement of any of these covenants and Indentures shall be by proceeding at law or equity against any person or persons violating or attempting to violate any such covenant and Indenture and may be brought to restrain any such violation and/or recover damages therefor. Any and all expenses incurred by the Trustees in enforcing the restrictions contained herein including but not limited to reasonable attorney's fees and expenses shall be paid by the Owner of the Lot against which such enforcement action is taken, regardless of whether such proceeds to final

- judgment. Such amounts including all costs of collection and attorney's fees and expenses shall constitute a lien upon the Lot and shall continue in full force and effect until all such expenses have been fully paid.
- 6.17 Driveways and Sidewalks: All driveways and sidewalks shall be constructed of concrete or brick.
- 6.18 Tanks: No fuel, septic or tanks of any kind are permitted within the subdivision.
- 6.19 All improvements to property must be completed within 60 days after Trustee approval unless otherwise allowed by the Trustees.

VII.

GENERAL PROVISIONS

- 7.1 Enforcement: If an Owner or Owners, their heirs, executors, administrators, grantees or assigns, or any one of them hereinafter owning any of the Lots or Living Units within the Properties, shall infringe or attempt to infringe, or omit to perform any covenants as aforesaid, or comply with any restriction which is, by its provisions, to be kept and performed by it, or him or them, it shall be lawful for any other person or persons owning any Lots or Living Units in the Properties, or having a legally recognizable interest in the Properties by lien, mortgage, deed of trust, or contract or option for purchase, or for the Association in behalf of and for the benefit of either themselves or said Owner or Owners as aforesaid, or for any other either of them as trustees of an express trust, to prosecute any proceedings in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant or restriction, either to prevent it, him or them from doing so, or to recover damages from such infringement or omission. The expense of the Association incurred in such proceedings shall be refunded out of any damage recovered or may be refunded out of any general fund then on hand or thereafter collected by general assessment against the Owners of Lots and Living Units in the Properties. It is further declared and provided that while the restrictions, limitations, conditions and covenants in this Declaration shall be valid and binding, and must be kept, observed and performed by every Owner and occupant of any Lot or Living Unit embraced, yet, they are not to be enforced personally against the Declarant unless it, while owning, occupying or controlling such Lot or Living Unit shall have violated or failed to perform the restrictions or covenants embracing the Lot or Living Unit controlled by it.
- 7.2 Maintenance of Common Ground: Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustees hereunder to maintain the Common Ground referred to herein shall not cease nor may this First Amended Indenture be changed or amended to eliminate the Trusteeship set up in said Indentures or provisions for the succession of Trustees until such time, if ever, as St. Louis County or any other similar agency which may exist hereafter shall establish park, street lighting and street maintenance for the area affected.

- 7.3 Cooperation with other Trustees. The Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.
- 7.4 Future Plats: Future plats of Copper Lakes shall mean and refer to any tract of land which may hereinafter be made a part of Copper Lakes and subjected to the terms and conditions of this Indenture by written instrument recorded in the St. Louis County Records.
- 7.5 Liabilities of Trustees and Compensation: The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion and shall only be held accountable for their willful and wanton misconduct. They shall not be required to expend any money for maintenance of storm or sanitary sewers, parkways, street lighting or for any other improvements in excess of assessments collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as provided for within these First Amended Indentures and the bylaws of the Copper Lakes Subdivision and as they, in their sole discretion, deem reasonable and necessary. Neither the Trustees nor their successors shall be entitled to any compensation for services performed pursuant to these covenants and Indentures.
- 7.6 Severability: Invalidation of any one of these Indentures either by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 7.7 Amendment: This Indenture and any part thereof may be altered, amended, changed or discontinued by a written agreement signed by not less than one-half (1/2) of the then recorded Owners of the Lots in the subdivision. Any such written and signed alteration, amendment, change or discontinuance shall be recorded within thirty (30) days of approval and, when duly recorded with the office of the Recorder of Deeds for St. Louis County, become part of the provisions and restrictions of these Indentures.
- 7.8 Condemnation: In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees for any public purpose, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the Common Ground roads and easements.
- 7.8 Compliance with Ordinances: Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with subdivision and other ordinances, rules and regulations of St. Louis County or the City of Wildwood and any other municipality of which the subdivision may become a part, specifically and not by the way of

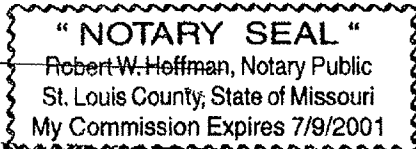
described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. AS TRUSTEE FOR COPPER LAKES SUBDIVISION

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

Robert W. Hoffman

Notary Public

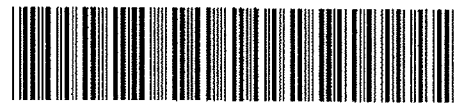
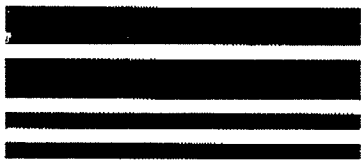
My Commission Expires:



AGREED AND CONSENTED TO BY THE FOLLOWING OWNERS COLLECTIVELY REPRESENTING NOT LESS THAN ONE-HALF (1/2) OF THE RECORDED OWNERS OF LOTS OF COPPER LAKES SUBDIVISION.

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JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: AMDT
GRANTOR: COPPER LAKES ETAL
TO:
GRANTEE:

PROPERTY DESCRIPTION: COPPER LAKES ESTATES SUB

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

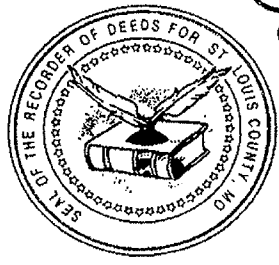
Document Number
581

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 2 day of June 2003 at 08:59 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

J. Ann Reber
Deputy Recorder

Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri



- ___ N.P
- ___ N.P.C
- ___ N.N.C.
- ___ N.N.I.

RECORDING FEE \$35.00
(Paid at the time of Recording)

Mail to:
MAIL-IN RECORDING

Destination code: 18 M

B-14918 P-0449/0454

Title of Instrument: Amendment to First Amended Trust, Restrictions and Declaration of Covenants for Copper Lakes

Date of Instrument: 2nd day of December, 1999

Grantor(s): Lot Owners of Copper Lakes Subdivision

Grantee(s): Copper Lakes Subdivision

Grantee(s) Mailing Address: c/o City & Village Tax Office, #3 Hollenberg Court, Bridgeton, MO 63044

Legal Description: Copper Lakes Subdivision and The Estates at Copper Lakes

This is the first page of the attached document. **DO NOT REMOVE.**

COPPER LAKES

**AMENDMENT TO FIRST AMENDED TRUST,
RESTRICTIONS AND DECLARATION OF COVENANTS FOR COPPER LAKES**

This amendment of the First Amended Indenture of Trust, Restrictions and Declarations of Covenants for Copper Lakes made and entered into as of this 2nd day of December, 1999, by and among all of the current trustees of Copper Lakes Subdivision and at least one-half (1/2) of the then recorded owners of fee simple title to the lots of Copper Lakes Subdivision.

WHEREAS, the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes, filed for record in Book 12107, page 2001 of the St. Louis County Records (the "Indenture") provides in Section VII.7.7 that the Indenture may be amended by written agreement signed by not less than one-half (1/2) of the then recorded owners of the lots in the subdivision, and

WHEREAS, the owners of not less than one-half (1/2) of the recorded owners of lots in the subdivision have by written agreement consented to amending the Indenture as provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the owners of not less than one-half (1/2) of the lots in Copper Lakes Subdivision and the undersigned trustees hereby amend the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes as follows:

1. Article I.1.6 is amended by adding thereto the following "Properties" shall also mean and refer to the real property described on Exhibit "A" attached hereto and known as The Estates at Copper Lakes, which property consists of all property in The Estates at Copper Lakes, together with the property formerly in the Levinson Subdivision.



2. Every owner of a lot in the Estates at Copper Lakes shall be subject to all of the provisions, covenants and restrictions of the First Amended Indenture of Trust, Restriction and Declarations of Covenants for Copper Lakes, as amended

3. This Amendment to the First Amended Indenture of Trust, Restrictions and Declaration of Covenants of Copper Lakes Subdivision shall be recorded and the definition of Properties as recited herein shall be effective upon the Trustee's receipt of notice of a recording of acknowledgement by Ed Levinson that the last lot in the Estate of Copper Lakes has been developed or sold, and that the association responsible for the management of the common areas of the Estate of Copper Lakes has paid all debts through the date that Mr. Levinson, his company or his successors, controlled said organization.

4. Except as amended and modified hereby the provisions of the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes shall remain in full force and effect.

IN WITNESS WHEREOF, the said Trustees have executed this instrument as of the day and year written above.

CERTIFICATION

The undersigned Paul Kane, James Kranz, George Barredo, Ken Bishop and Don Marshall hereby certify that they are the duly elected trustees of Copper Lakes Subdivision and that the above and foregoing amendment to the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes has been duly adopted by at least one-half (1/2) of the recorded owners of fee simple title of the lots of Copper Lakes Subdivision consenting thereto in writing.

TRUSTEES

By: Paul Kane
Paul Kane
Trustee

By: James Kranz
James Kranz
Trustee

By: George Barredo
George Barredo
Trustee

By: Ken Bishop
Ken Bishop
Trustee

By: Don Marshall
Don Marshall
Trustee

STATE OF MISSOURI)
)ss.
COUNTY OF ST. LOUIS)

On this 4th day of January, 2000, before me appeared, Paul Kane, Ken Bishop, James Kranz, Don Marshall and George Barredo to me personally known, who by me duly sworn, did say that they are the duly elected trustees of Copper Lakes Subdivision, that the facts stated in the foregoing certification are true and the said Paul Kane, Ken Bishop, James Kranz, Don Marshall and George Barredo acknowledged that they executed the foregoing said instrument and certification as their free act and deed in their capacity as trustees.

IN TESTIMONT WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

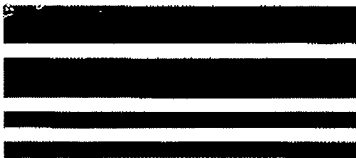
Christine R. Marggraf
Notary Public
St. Louis County
My Commission Expires 6/16/03

My Commission Expires: June 16, 2003
K:\copper-lake\amendedindentures8

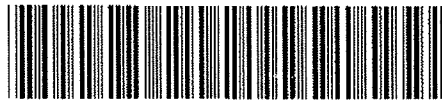
Two tracts of land being part of Parcel "A" of the boundary adjustment plat of Parcels A and B in Sections 5, 6 and 8, and part of Section 5, Township 44 North - Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Southeast corner of Lot 115 of "Copper Lakes Plat Three" a subdivision according to the plat thereof recorded in Plat Book 299, Page 4 of the St. Louis County Records; thence along a West line of property conveyed to Krupp Material & Supply by deed recorded in Book 10688, Page 747 of the St. Louis County Records, South 00 degrees 17 minutes 03 seconds West 544.69 feet to a point; thence along a North line of said Krupp Material & Supply property and a North line of said "Copper Lakes Plat Three", North 89 degrees 43 minutes 53 seconds West 400.22 feet to an Eastern line of said "Copper Lakes Plat Three"; thence along said Eastern line North 00 degrees 18 minutes 19 seconds East 544.61 feet to a Southern line of said "Copper Lakes Plat Three"; thence along said Southern line South 89 degrees 44 minutes 34 seconds West 120.00 feet to a point; thence North 00 degrees 15 minutes 26 seconds East 15.37 feet to a point; thence along a curve to the left whose radius point bears North 89 degrees 44 minutes 34 seconds West 20.32 feet from the last mentioned point, a distance of 27.57 feet to a point on the South line of Copper Ridge Court 50 feet wide; thence Eastwardly along said South line along a curve to the left whose radius point bears North 12 degrees 30 minutes 42 seconds East 175.00 feet from the last mentioned point, a distance of 37.43 feet and South 89 degrees 44 minutes 34 seconds East 48.86 feet to a point; thence along a curve to the left whose radius point bears South 00 degrees 15 minutes 27 seconds West 20.00 feet from the last mentioned point, a distance of 31.42 feet to a point; thence South 00 degrees 15 minutes 25 seconds West 11.23 feet to a point; thence South 89 degrees 44 minutes 34 seconds East 230.02 feet to the point of beginning and containing 5.042 acres according to a survey by Volz, Inc. during November, 1998.





BP1482710576



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JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: AMDT
GRANTOR: COPPER LAKES BY TR
TO:
GRANTEE:

PROPERTY DESCRIPTION: COPPER LAKES

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

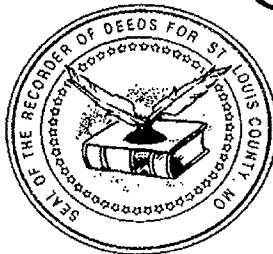
Document Number
647

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 2 day of May 2003 at 09:15 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

J. Ann Reber
Deputy Recorder

Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri



- ___ N.P
- ___ N.P.C
- ___ N.N.C.
- ___ N.N.I.

RECORDING FEE \$26.00
(Paid at the time of Recording)

Mail to:
MAIL-IN RECORDING

Destination code: 18 M

B-14827 F-0574/0576

AN AMENDMENT TO THE
FIRST AMENDED INDENTURE OF TRUST, RESTRICTIONS AND DECLARATIONS
FOR COPPER LAKES, WILDWOOD, MISSOURI

WHEREAS, the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes, dated the 9th day of February, 1999, and recorded in Book 12107 Page 2002 of the St. Louis County Recorder of Deeds' Office, provides the Lot Owners of **Copper Lakes (Grantors)** may amend, modify and change the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes under ARTICLE VII GENERAL PROVISIONS, Paragraph 7.7 Amendment.


NOW THEREFORE, in accordance with procedure outlined in said ARTICLE VII GENERAL PROVISIONS, Paragraph 7.7 Amendment, the following amendments to the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes have been adopted:

Under ARTICLE VI RESTRICTIONS, Section 6.3 "ARCHITECTURAL CONTROL", Paragraph b)(3) is to be amended by adding the following subparagraph (iii).

- (3) All fencing will be either/or:
 - (i) Wrought iron or aluminum simulated wrought iron.
 - (ii) Wood picket style.
 - (iii) White vinyl.**

Under ARTICLE VI RESTRICTIONS, Section 6.3 "ARCHITECTURAL CONTROL", Paragraph b)(4) is to be amended by adding the following subparagraph (iii)

- (4) All fencing to be made only of the following materials:
 - (i) Wrought iron or aluminum simulated wrought iron.
 - (ii) Cedar or wolmanized (treated wood). Cedar or wolmanized (treated wood) board fencing may have any picket width up to a maximum of six inches (6") in width. The minimum open space between pickets must be three inches (3") regardless of the picket width.
 - (iii) White vinyl.**

WE, the undersigned Trustees of Copper Lakes, having received the written approval of not less than one-half (1/2) of the lot owners in Copper Lakes, agree to adopt the foregoing Amendment to the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes as recorded in Book 12107 Page 2002 of the St. Louis County Recorder's Office, effective the 7th day of April, 2003 

TRUSTEES OF COPPER LAKES

Lauren Kieffer-Beckman

Don Marshall

Lauren Kieffer-Beckman

Don Marshall

[Signature]

Posluszny
Larry Posluszny

Jean Anderson
Jean Anderson

Alfredo Legorreta

STATE OF MISSOURI

COUNTY OF ST. LOUIS)

) SS

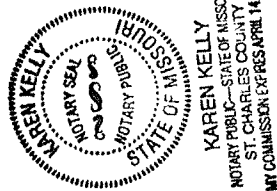
On this 2nd day of April, 2003, before me personally appeared

Lauren Kieffer-Beckman, Don Marshall, Larry Posluszny, Jean Anderson & Alfredo Legorreta, TRUSTEES

present TRUSTEES OF COPPER LAKES, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as TRUSTEES OF COPPER LAKES.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My term expires:



Karen Kelly
Notary Public



AGREEMENT

This Agreement is made and entered into as of this 2nd day of December 1999 by and among Levinson Building and Realty Corp., a Missouri corporation ("Levinson") and Copper Lakes Homeowners Association, a Missouri not-for-profit corporation ("Association") by and through its duly authorized Trustees (the "Trustees");

WITNESS, THAT:

WHEREAS, under the provisions of paragraph I.1.2 of the First Amended Indenture of Trust, Restrictions and Declarations of Covenants for Copper Lakes (the "Indenture"), the Association is the owner of all Recreational Facilities, lakes, clubhouses, swimming pools, tennis courts, paths, parkways and common ground of Copper Lakes Subdivision, (collectively referred to as the "Recreational Facilities"); and

WHEREAS, Levinson is the owner of and is developing a residential subdivision that is adjacent to and abuts Copper Lakes Subdivision (the "Levinson Subdivision"), and

WHEREAS, Levinson is desirous of providing the lot owners in the Levinson Subdivision the right and privilege to enjoy the use of the Recreational Facilities, and

WHEREAS, Article IV of the Indenture provides that Recreational Facilities shall be available to and for the usage

of the Owners in Copper Lakes, any subsequent plats added thereto and such other parties as the Association deems appropriate in their discretion, and

WHEREAS, Article VII.7.3 of the Indenture provides that the Trustees are authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area; and

WHEREAS, the Homeowners of Copper Lakes Subdivision have authorized the Trustees of the Association to make the Recreational Facilities available to the owners of the lots in the Levinson Subdivision.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, forbearances and obligations set forth herein, Levinson and the Association agree as follows:

1. Before title to all of the lots in the Levinson Subdivision have been transferred (other than to any successor builder) by Levinson, the owners of the developed lots in the Levinson Subdivision shall have the right and privilege to use the Recreational Facilities of the Copper Lakes Subdivision, including, but not limited to the lakes, pool houses, swimming pool, paths, parkways and other subdivision amenities as those exist today and as may be developed in the future within Copper Lakes Subdivision, as well as any other amenities which become

available to the Copper Lakes Subdivision under the circumstances as outlined herein, upon payment of an annual fee of \$100 for the use of the Recreational Facilities ("Recreational Facility License"). All lots owned by Levinson or any successor builder shall be exempt from any such assessment so long as they are not occupied as a residence.

2. The owners of developed lots in the Levinson Subdivision, by agreeing to the recreational facility License set out in paragraph 1, are subject to and are obligated to abide by all of the rules and regulations that are applicable to the Recreational Facilities, the violation of which may lead to the revocation of their Recreational Facility License.

3. The Association agrees that following Levinson's sale of its last developed lot in the Levinson Subdivision, the Levinson Subdivision property shall be included in the definition of "Properties" as defined in Article I.1.6 of the Indenture and the Levinson Subdivision shall become part of the Copper Lakes Subdivision.

Attached hereto and made a part of this Agreement is the amendment to the Indenture marked Exhibit "A," which includes the Levinson Subdivision in the definition of "Properties" as defined in Article I.1.6 of the Indenture. Trustees represent that they have secured the written approval of the Amendment by not less than one-half (1/2) of the recorded Owners of the Lots

in Copper Lakes provided in Article VII.7.7. of the Indenture and all other necessary approvals required by the Indentures to effectuate this Agreement.

Immediately following the recording of an acknowledgment by Levinson that the last developed lot in the Levinson Subdivision has been sold and all debts of the Levinson Subdivision Association have been paid through the last date of Levinson's control of the Association, Trustees shall record the amendment, Exhibit "A", with the Recorder of Deeds of St. Louis County.

Levinson agrees that the Indenture of Restriction for the Levinson Subdivision shall provide that when the Levinson Subdivision becomes part of the Copper Lakes Subdivision, the Indenture for the Levinson Subdivision shall then terminate and lot owners and property in the Levinson Subdivision shall be subject to the provisions of the Copper Lakes Indenture except to the extent any outstanding obligation of the Levinson Subdivision or its homeowners association remains outstanding. For assessment purposes, the lot owners in the Levinson Subdivision shall be treated on a parity basis with any lot owner in Copper Lakes Subdivision except that the lot owners in the Levinson Subdivision shall be obligated to extinguish any debts of the Levinson Subdivision or association existing, whether known or unknown, at the time of the Levinson acknowledgement. The Levinson Subdivision Indenture shall

further provide that upon its termination the Levinson Subdivision Association shall: i) pay any and all outstanding bills and debts of that association; ii) refund any remaining funds held by the association to the owners thereof including without limitation to the lot owners in the Levinson Subdivision and shall execute and file Articles of Dissolution of the Association with the Missouri Secretary of State. The Levinson Subdivision Trustees shall be given authority to wind up the affairs of the Levinson Subdivision and to complete dissolution of that subdivision association. All common ground within the Levinson Subdivision shall become common ground in the Copper Lakes Subdivision, and the Levinson Subdivision Association shall transfer title to its common ground by Special Warranty Deed to the Association.

5. The Association hereby permits and licenses Levinson to erect, place and maintain two 4' x 8' subdivision information signs in any common ground easement within Copper Lakes. One such information sign shall be erected adjacent to the entrance monument on Pierside Drive. The other information sign shall be erected on the common ground adjacent to Old State Road in the general area indicated on Exhibit "B" attached hereto. The signs shall comply with the City of Wildwood's ordinances pertaining to the size, color and height of signs, it being

understood that at some future date, the Levinson Subdivision shall become a part of the Copper Lakes Subdivision.

6. Levinson and the Trustees shall cooperate with each other to enable Levinson to obtain the necessary permits for signs from the City of Wildwood. Trustees shall advise the City of Wildwood in writing by executing the letter on Exhibit "C" attached hereto simultaneously with the execution of this Agreement that they have authorized and permitted Levinson to erect the signs at the above locations and request the City of Wildwood to issue the necessary permits to Levinson for the erection of said signs as provided for in the ordinances of the City of Wildwood.

7. Levinson shall remove any and all signs within 10 days of the sale of the last lot in the Levinson Subdivision and at that time this license for sign placement shall terminate.

8. Concurrently with the execution of this Agreement, Levinson shall assign and convey to Association all of its rights to the 20' Wide Ingress and Egress Easement extending from the southern boundary of the Levinson Subdivision running to the northern boundary of Copper Lantern Drive and any interest it may have in the title insurance insuring said easement. Association releases Levinson from any claim it may assert regarding the validity of said easement. Levinson and Association have obtained Title Insurance, insuring this

easement from First American Title Company. In the event that a Court declares said easement extinguished or invalid, Association's sole recourse shall be a claim against any title insurance policy insuring said easement. Levinson shall have no liability to Association based on the invalidity or extinguishments of the Easement. A copy of the Quit~~o~~ Claim Deed marked Exhibit "D" is attached hereto.

Levinson further agrees to establish, grant, bargain and sell Association a 6' wide easement, for a pedestrian walkway extending from the cul-de-sac of Copper Mountain Drive to connect with the aforesaid 20' Wide Ingress and Egress Easement at the southern boundary of the Levinson Subdivision. The location of this easement is indicated on the hachured portion of Exhibit "E," attached hereto.

Levinson further agrees to grant, bargain and sell association an easement in the common ground and common areas in the Levinson Subdivision.

9. Levinson agrees that it will cause all construction vehicles and equipment and construction traffic to use the easement acquired from Mr. and Mrs. Ron Hopper and the roadway behind the swimming pool on the Ellisville property accessing the 20' Wide Ingress and Egress Easement to the Levinson Subdivision.

10. Association hereby grants to Levinson a temporary easement for access to the common areas within Copper Lakes for the installation of any sanitary sewer lines within the MSD easement as may be needed to develop and utilize the Levinson Subdivision, which lines shall be located in accordance with approved Metropolitan St. Louis Sewer District plans. Levinson agrees that in the installation of such lines and to the extent that any areas are altered Levinson agrees to restore common areas to their condition immediately prior to the time that Levinson started any such development work.

11. Association agrees that the easement granted to Levinson in paragraph 10 above, shall also permit Levinson to drain temporarily a portion of the lake in Copper Lakes in order to complete the installation of sanitary sewer facilities. Should there be any damage or disturbance to the lakebed, wildlife, or plantlife as a result of the sewer construction, Levinson shall restore the lakebed, wildlife and plantlife to its condition prior to Levinson's commencement of work. Levinson agrees that the construction of the sanitary sewer shall not exceed ten (10) working days, weather permitting, and that any open trench on said easement exceeding fifteen (15) feet in length shall not be left open overnight, but will be properly covered.

12. Levinson shall provide Association with proof of liability insurance covering any damage caused by reason of the installation of the sanitary sewer lines.

13. Levinson agrees that any alterations made to the lake shall be done within the boundaries of Metropolitan Sewer District easement and that upon the completion of the installation of such facilities Levinson agrees to refill the lake to its level immediately before such usage was started.

Levinson agrees to install riprap on the storm water easement as indicated on Exhibit "F" attached hereto.

Levinson agrees to indemnify and hold harmless the Association from and against any and all claims, suits, actions and damages arising during the construction and installation of any sanitary or storm sewer as authorized herein for any personal injury, loss of life or damage to property, sustained in or about the Copper Lakes Subdivision and the adjacent buildings, improvements, sidewalks, common areas, streets and parking areas.

14. This Agreement shall be binding on the parties hereto, together with and assigns their successors and is assignable without the written consent of the Association.

15. This Agreement shall not be modified unless by writing, executed by the parties hereto.

16. Each of the parties warrants and represents to the other that it has all requisite authority to enter into and perform this agreement and to be bound by the terms hereof.

17. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the remainder of the agreement shall not be affected thereby and this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

18. This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri.

19. This agreement is the final understanding between the parties and no previous agreement shall have any legal effect.

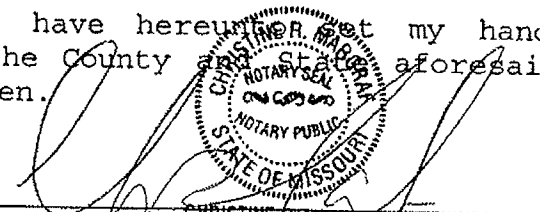
20. This agreement contains the entire agreement between the parties and is deemed to have been mutually drafted. No rule of statutory construction shall be imposed against or in favor of one party over the other based upon which party drafted all or any portion of this Agreement.

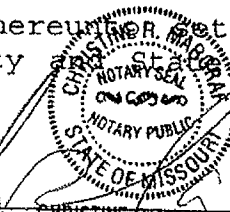
IN WITNESS WHEREOF, the parties have hereunto entered into this Agreement the day and year first above written.

STATE OF MISSOURI)
) Ss.
COUNTY OF ST. LOUIS)

On this 4th day of January, ~~1999~~ 2000, before me personally appeared James Kranz, to me personally known, who, being by me duly sworn, did say that he is a duly elected trustee of Copper Lakes, that the facts stated in the foregoing instrument are true and said trustee acknowledges that he executed the foregoing instrument as his free act and deed in their capacity as trustees.

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



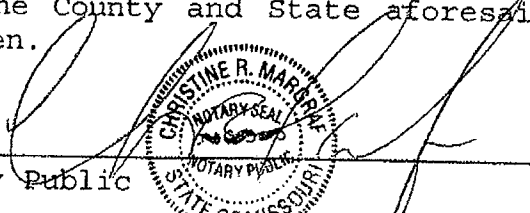
Notary Public

CHRISTINE R. MARGRAF
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 16, 2003

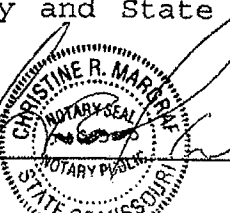
My Commission Expires: June 16, 2003

STATE OF MISSOURI)
) Ss.
COUNTY OF ST. LOUIS)

On this 4th day of January, ~~1999~~ 2000, before me personally appeared Paul Kane, to me personally known, who, being by me duly sworn, did say that he is a duly elected trustee of Copper Lakes, that the facts stated in the foregoing instrument are true and said trustee acknowledges that he executed the foregoing instrument as his free act and deed in their capacity as trustees.

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



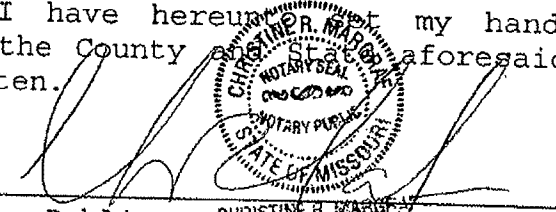
Notary Public

CHRISTINE R. MARGRAF
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 16, 2003

My Commission Expires: June 16, 2003

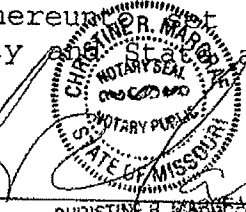
STATE OF MISSOURI)
) Ss.
COUNTY OF ST. LOUIS)

On this 4th day of January, ~~1999~~ ²⁰⁰⁰, before me personally appeared Ken Bishop, to me personally known, who, being by me duly sworn, did say that he is a duly elected trustee of Copper Lakes, that the facts stated in the foregoing instrument are true and said trustee acknowledges that he executed the foregoing instrument as his free act and deed in their capacity as trustees.

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



Notary Public

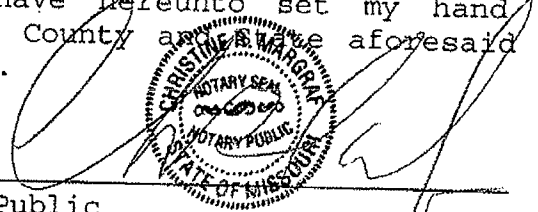

CHRISTINE R. MARGRAF
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 16, 2003

My Commission Expires: June 16, 2003

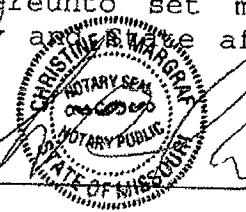
STATE OF MISSOURI)
) Ss.
COUNTY OF ST. LOUIS)

On this 4th day of January, ~~1999~~ ²⁰⁰⁰, before me personally appeared Don Marshall, to me personally known, who, being by me duly sworn, did say that he is a duly elected trustee of Copper Lakes, that the facts stated in the foregoing instrument are true and said trustee acknowledges that he executed the foregoing instrument as his free act and deed in their capacity as trustees.

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



Notary Public


CHRISTINE R. MARGRAF
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 16, 2003

My Commission Expires: June 16, 2003

K:\copper-lke\Copper Lakes Agreement levenson.new.doc

COPPER LAKES

AMENDMENT TO FIRST AMENDED TRUST,
RESTRICTIONS AND DECLARATION OF COVENANTS FOR COPPER LAKES

This amendment of the First Amended Indenture of Trust, Restrictions and Declarations of Covenants for Copper Lakes made and entered into as of this 2nd day of December, 1999, by and among all of the current trustees of Copper Lakes Subdivision and at least one-half (1/2) of the then recorded owners of fee simple title to the lots of Copper Lakes Subdivision.

WHEREAS, the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes, filed for record in Book _____, page _____ of the St. Louis County Records (the "Indenture") provides in Section VII.7.7 that the Indenture may be amended by written agreement signed by not less than one-half (1/2) of the then recorded owners of the lots in the subdivision, and

WHEREAS, the owners of not less than one-half (1/2) of the recorded owners of lots in the subdivision have by written agreement consented to amending the Indenture as provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the owners of not less than one-half (1/2) of the lots in Copper Lakes Subdivision and the undersigned trustees hereby amend the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes as follows:

1. Article I.1.6 is amended by adding thereto the following "Properties" shall also mean and refer to the real property described on Exhibit "A" attached hereto and known as The Estates at Copper Lakes, which property consists of all property in The Estates at Copper Lakes, together with the property formerly in the Levinson Subdivision.

KAB
EDK
EXHIBIT
A

2. Every owner of a lot in the Estates at Copper Lakes shall be subject to all of the provisions, covenants and restrictions of the First Amended Indenture of Trust, Restriction and Declarations of Covenants for Copper Lakes, as amended

3. This Amendment to the First Amended Indenture of Trust, Restrictions and Declaration of Covenants of Copper Lakes Subdivision shall be recorded and the definition of Properties as recited herein shall be effective upon the Trustee's receipt of notice of a recording of acknowledgement by Ed Levinson that the last lot in the Estate of Copper Lakes has been developed or sold, and that the association responsible for the management of the common areas of the Estate of Copper Lakes has paid all debts through the date that Mr. Levinson, his company or his successors, controlled said organization.

4. Except as amended and modified hereby the provisions of the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes shall remain in full force and effect.

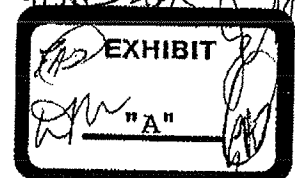
IN WITNESS WHEREOF, the said Trustees have executed this instrument as of the day and year written above.

CERTIFICATION

The undersigned Paul Kane, James Kranz, George Barredo, Ken Bishop and Don Marshall hereby certify that they are the duly elected trustees of Copper Lakes Subdivision and that the above and foregoing amendment to the First Amended Indenture of Trust, Restrictions and Declaration of Covenants for Copper Lakes has been duly adopted by at least one-half (1/2) of the recorded owners of fee simple title of the lots of Copper Lakes Subdivision consenting thereto in writing.

Two tracts of land being part of Parcel "A" of the boundary adjustment plat of Parcels A and B in Sections 5, 6 and 8, and part of Section 5, Township 44 North - Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Southeast corner of Lot 115 of "Copper Lakes Plat Three" a subdivision according to the plat thereof recorded in Plat Book 299, Page 4 of the St. Louis County Records; thence along a West line of property conveyed to Krupp Material & Supply by deed recorded in Book 10688, Page 747 of the St. Louis County Records, South 00 degrees 17 minutes 03 seconds West 544.69 feet to a point; thence along a North line of said Krupp Material & Supply property and a North line of said "Copper Lakes Plat Three"; North 89 degrees 43 minutes 53 seconds West 400.22 feet to an Eastern line of said "Copper Lakes Plat Three"; thence along said Eastern line North 00 degrees 18 minutes 19 seconds East 544.61 feet to a Southern line of said "Copper Lakes Plat Three"; thence along said Southern line South 89 degrees 44 minutes 34 seconds West 120.00 feet to a point; thence North 00 degrees 15 minutes 26 seconds East 15.37 feet to a point; thence along a curve to the left whose radius point bears North 89 degrees 44 minutes 34 seconds West 20.32 feet from the last mentioned point, a distance of 27.57 feet to a point on the South line of Copper Ridge Court 50 feet wide; thence Eastwardly along said South line along a curve to the left whose radius point bears North 12 degrees 30 minutes 42 seconds East 175.00 feet from the last mentioned point, a distance of 37.43 feet and South 89 degrees 44 minutes 34 seconds East 48.86 feet to a point; thence along a curve to the left whose radius point bears South 00 degrees 15 minutes 27 seconds West 20.00 feet from the last mentioned point, a distance of 31.42 feet to a point; thence South 00 degrees 15 minutes 25 seconds West 11.23 feet to a point; thence South 89 degrees 44 minutes 34 seconds East 230.02 feet to the point of beginning and containing 5.042 acres according to a survey by Volz, Inc. during November, 1998.



TRUSTEES

By:

Paul Kane
 Paul Kane
 Trustee

By:

James Kranz
 James Kranz
 Trustee

By:

George Barredo
 George Barredo
 Trustee

By:

Ken Bishop
 Ken Bishop
 Trustee

By:

Don Marshall
 Don Marshall
 Trustee

STATE OF MISSOURI)
)ss.
 COUNTY OF ST. LOUIS)

On this 4th day of January, 2000, before me appeared, Paul Kane, Ken Bishop, James Kranz, Don Marshall and George Barredo to me personally known, who by me duly sworn, did say that they are the duly elected trustees of Copper Lakes Subdivision, that the facts stated in the foregoing certification are true and the said Paul Kane, Ken Bishop, James Kranz, Don Marshall and George Barredo acknowledged that they executed the foregoing said instrument and certification as their free act and deed in their capacity as trustees.

CHRISTINE R. MARGRAF
 Notary Public
 State of Missouri
 St. Louis County

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

Christine R. Margraf
 Notary Public

My Commission Expires: June 16, 2003
 K:\copper-lake\amended\indentures8

THE LANDINGS AT LAKE CHESTERFIELD
 PLAT ONE
 PB 313, PG 96-97

COPPER LAK
 PB 29

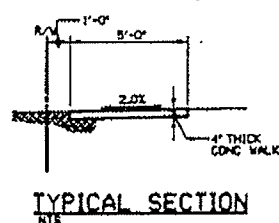
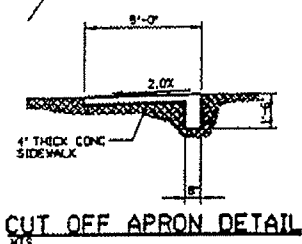
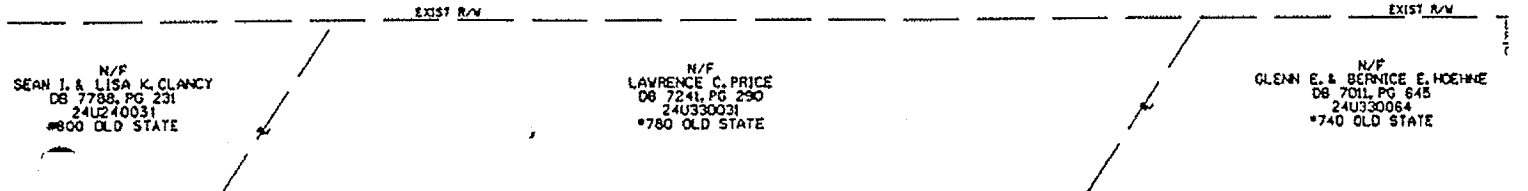
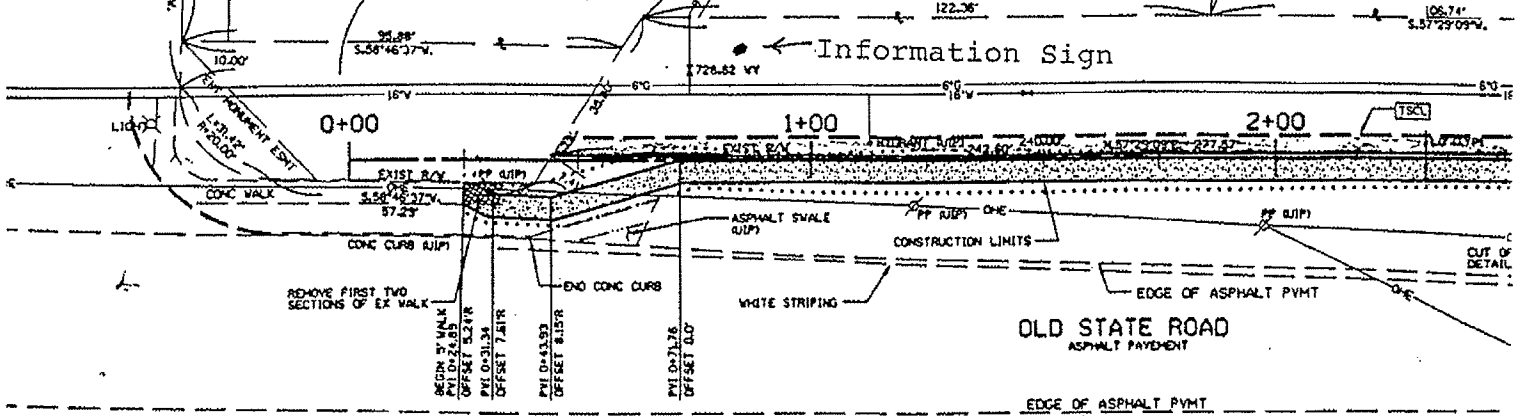
HARBOUR
 (60' W) PO. E
 CONCRETE PAVEMENT

N/F
 STEPHEN G. & DIANE B. MILLER
 DB 10294, PG 2211
 24U220870
 *102 HARBOUR POINT
 LOT 122

N/F
 DANIEL D. & JILL M. WEINRICH
 DB 9315, PG 205
 24U610612
 *16216 COPPERWOOD LN
 LOT 30

N/F
 AARON M. & MIC
 DB 9076
 24U2
 *16212 COP
 LOT

COMMON GROUND
 N/F
 TRUSTEES OF THE LANDINGS
 AT LAKE CHESTERFIELD
 DB 3404, PG 753
 24U240282



COORDINATE TABLE

COORDINATES		DESCRIPTION
N	E	
1090.78	1069.51	MSD BENCHMARK #17-28
642.84	1114.90	IP # STA 2+32.83 OFF 31.00' LT
657.74	1138.58	IP # STA 3+00.31 OFF 31.00' LT
473.75	920.02	PP # STA 0+31.71 OFF 6+67
332.68	377.90	PIPE HYDRANT
453.10	984.83	STA 0+00
312.67	366.55	STA 1+00
365.60	1093.28	STA 2+00
620.38	1137.81	STA 2+00

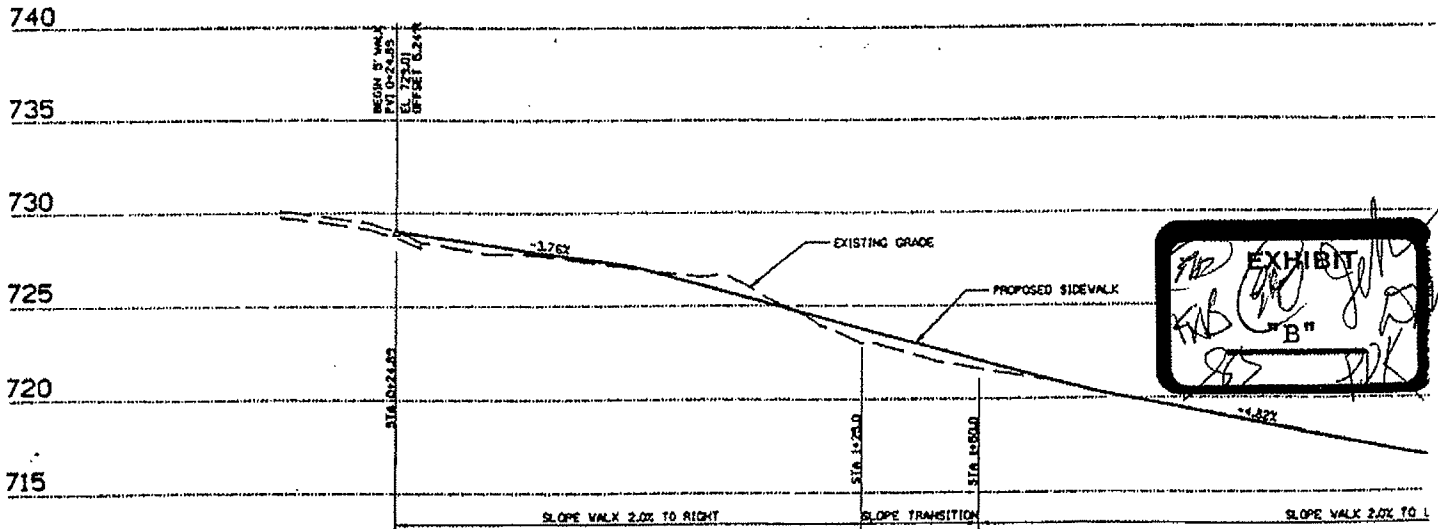


EXHIBIT
 "B"
 8/25

PROFILE OF BACK OF 5' WIDE CONCRETE S

December 29, 1999

City of Wildwood
16962 Manchester Rd.
Wildwood, MO 63040

Attention: Joe Vujnich, Planning Director and
Terry Sharp, Public Works Director

RE: Permits for Erection of Signs in Copper Lakes Subdivision

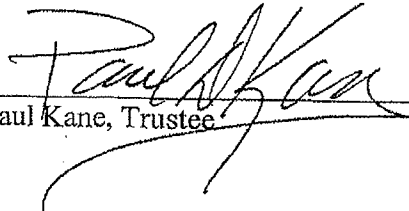
Gentlemen:

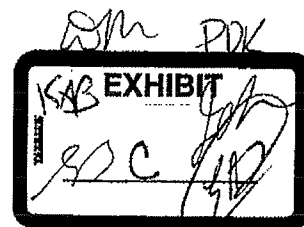
The Copper Lakes Subdivision Association, in an Agreement with Levinson Building and Realty Corporation, has authorized and permitted Levinson to erect, place and maintain two 4' x 8' subdivision informational signs in common ground easements within Copper Lakes. One such informational sign is to be erected adjacent to the entrance monument on Pierside Drive. The other information sign shall be erected on the common ground adjacent to Old State Road in the general area indicated on Exhibit "B" attached hereto. The Agreement further provides that the sign shall comply with the City of Wildwood's ordinances pertaining to size, color and height of signs. By agreement with Levinson Building and Realty Corporation, the Levinson Subdivision shall ultimately automatically become a part of the Copper Lakes Subdivision.

As trustees of the Copper Lakes Subdivision Association, we request that the City of Wildwood issue the necessary permits to Levinson Building and Realty Corporation, as provided for in the ordinances of the City of Wildwood so that these signs can be erected as provided for in the agreement. Attached is a copy of our Agreement with Levinson Building and Realty Corporation and Proposed Amendment to our Indentures.

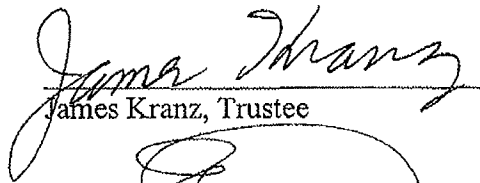
Very truly yours,

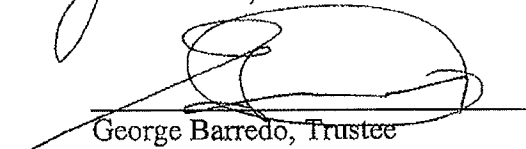
COPPER LAKES SUBDIVISION ASSOCIATION

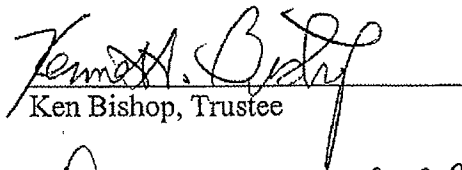

Paul Kane, Trustee



City of Wildwood
December 29, 1999
Page 2

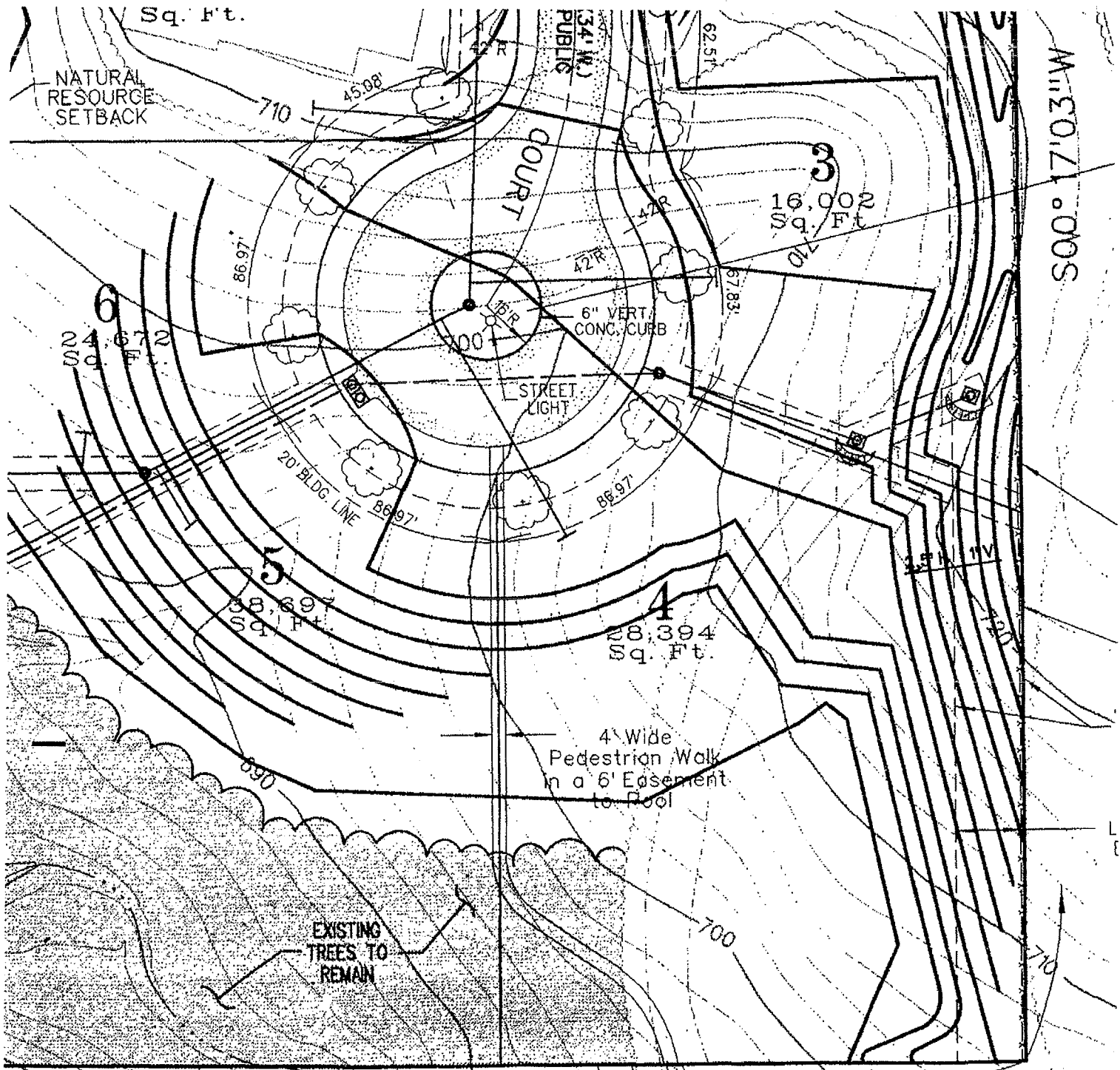

James Kranz, Trustee


George Barredo, Trustee


Ken Bishop, Trustee


Don Marshall, Trustee

K:\copper-1\city of wildwood



M: 301.100S
S00° 17' 03" 00S

N89° 43' 53" W 400.22'

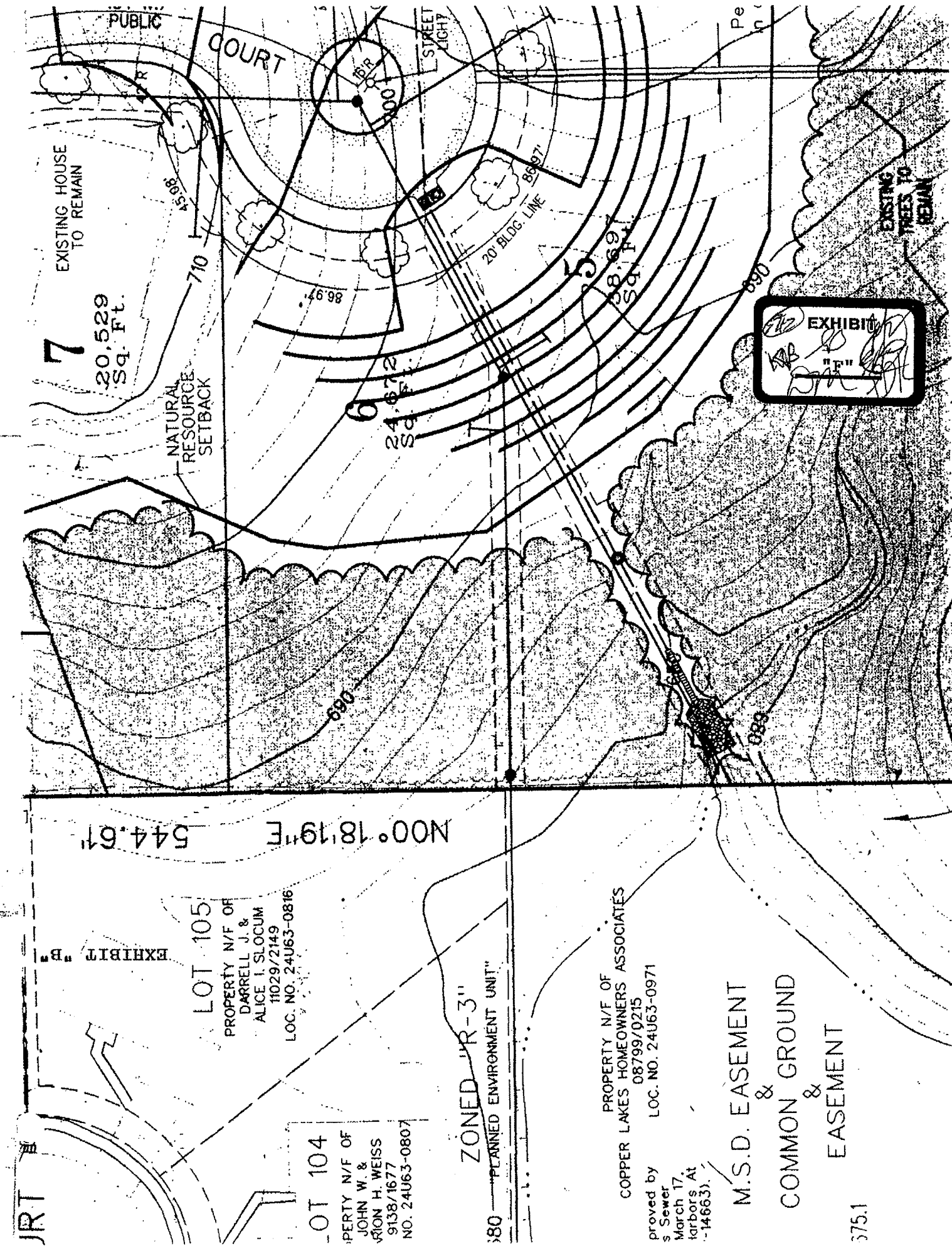
PROPERTY N/F OF
GRIFFITH & LAURA GLATTHAAR
10151/2105
LOC. NO. 24U63-0742

LOT 63

LAKES PLAT THREE
P.B. 299, PGS. 4 THRU 7

EXHIBIT
"E"

PF
KRUPP
LOC
L 20' W. INCRESES
6416



EXISTING HOUSE
TO REMAIN

7
20,529
Sq. Ft.

NATURAL
RESOURCE
SETBACK

COURT

STREET
LIGHT

20 BLDG. LINE

EXISTING
TREES TO
REMAIN



544.61' N00°18'19"E

LOT 105

PROPERTY N/F OF
DARRELL J. &
ALICE I. SLOCUM
11029/2149
LOC. NO. 24U63-0816

ZONED "R-3"
"PLANNED ENVIRONMENT UNIT"

LOT 104

PROPERTY N/F OF
JOHN W. &
ARON H. WEISS
9138/1677
NO. 24U63-0807

PROPERTY N/F OF
COPPER LAKES HOMEOWNERS ASSOCIATES
08799/0215
LOC. NO. 24U63-0971

provided by
S. Sewer
March 17,
for bidders At
-14663).

M.S.D. EASEMENT
&
COMMON GROUND
&
EASEMENT

375.1

QUIT CLAIM DEED

THIS DEED, made and entered into this 2nd day of December 1999, by and between Levinson Building and Realty Corp., a Missouri Corporation of the County of St. Louis, State of Missouri, party of the first part, and Copper Lakes Subdivision, a Missouri not-for-profit corporation, whose address is

536 Copper Lakes Blvd.
Wildwood, MO 63040

of the County of St. Louis, State of Missouri, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

All right, title and interest of party of first part in the portion of the 20' Wide Ingress And Egress Easement created by instrument recorded in Book 6410, Page 1298 of the St. Louis County Records, which commences and extends from the southern most boundary of property owned by party of the first part recorded in Book 11856, Page 474 of the St. Louis County Records and travels therefrom through Lot 59 of Copper Lakes Plat Three, according to plat thereof recorded in Plat Book 299, Page 4 of the St. Louis County Records, to its point of intersection with Copper Lantern Drive, reserving however to the party of the first part, its successors, assigns, agents and contractors, the right to use the aforesaid portion of the 20' Wide Ingress And Egress Easement for ingress and egress of all construction vehicles and equipment and construction traffic to and from the aforesaid property owned by the party of the first part.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party of the second part, and to the heirs and assigns of such party forever. So that neither the said party of the first part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand the day and year first above written.

LEVINSON BUILDING AND REALTY CORP.

By: Edward A. Levinson
Edward A. Levinson, Vice President

STATE OF MISSOURI
COUNTY OF ST. LOUIS

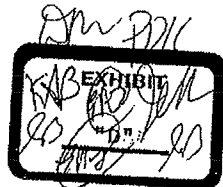
} ss.
DECEMBER

On this 2nd day of September, 1999 before me personally appeared Edward A. Levinson, to me personally known who, being by me duly sworn, did say that he is the Vice President of Levinson Building and Realty Corp., a corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and acknowledges said instrument to be 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 and State aforesaid, the day and year first above written.

Laura L. Peterson
Notary Public
LAURA L. PETERSON

My term expires:
June 22, 2003



**BYLAWS FOR COPPER LAKES
HOMEOWNERS' ASSOCIATION**

ARTICLE I

The name of the not-for-profit corporation is Copper Lakes Homeowners' Association, Inc. (hereinafter the "Association").

**ARTICLE II
DEFINITIONS**

Section 1. The terms "Association," "Owner," "Properties," "Common Area," "Living Unit," and "Lot" as used in these bylaws shall have the meanings set forth in the First Amended Indenture of Trust, Restrictions and Declaration of Covenants relating to the Copper Lakes Homeowners' Association dated and recorded simultaneously to these bylaws in the office of the Recorder of Deeds for St. Louis County, State of Missouri.

Section 2. "Member" means those persons or entities that are Owners as that term is defined in the First Amended Indentures.

Section 3. The terms "Board of Directors" and "Director" shall have the same meaning as and be interchangeable with the terms "Trustees" and "Trustee" within the Copper Lakes First Amended Indenture of Trust, Restrictions, and Declaration of Covenants.

**ARTICLE III
OFFICES**

The principal office of the corporation in the State of Missouri shall be located in Wildwood, St. Louis County, State of Missouri. The corporation may have other such offices, either within or without the State of Missouri, as the business of the corporation may require from time to time.

The registered office of the corporation to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV PURPOSES

This corporation is organized to protect and maintain the Copper Lakes subdivision, whose Plat has been recorded on January 19, 1990, Daily No. 372, in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri. This corporation will also protect and maintain the same for and against certain uses, to foster the health, welfare and safety of all who own any Lots or Living Units or reside within the Subdivision, and to engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein. No part of the net earnings or other assets of the Corporation shall inure to the benefit of, be distributed to or among, or revert to any Director, officer, contributor or other private individual having, directly or indirectly, any personal or private interest in the activities of the Corporation, except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the non-profit purposes stated in the Articles of Incorporation.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The Board of Directors shall have the control and management of the affairs and business of this corporation. Such Board of Directors shall only act in the name of the corporation when it shall be regularly convened by the President after due notice of such meeting to all the Directors. The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Section 2. Specific Powers. The Board of Directors shall have the power to:

- a) To adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- b) To suspend the voting rights and right to use of the Recreational Facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty days, for infraction of published rules and regulations.
- c) To exercise such control over and maintain the Common Ground and any easements, streets, lanes, and roads, entrances, signs, street lights, fences, gates, street islands, monuments, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment of facilities as may be shown on the recorded Plat or Plats of said above-described tract of land, or any additions to the Subdivision, except those easements which are now or may hereafter be dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, lanes, and roads, etc., by the Owners and occupants of Lots and Living Units in the Properties and by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots shown on said Plat or Plats; to exercise full authority over entrances to the Common Area

now or hereinafter existing from any adjoining public highways or other means of entry; and to plant, grow and preserve trees and shrubbery in any appropriate places in or upon said streets, roads, lanes, parkways and all other Common Ground.

d) To waive or change any established building lines, to relinquish easements and to establish easements over any Lot in Copper Lakes which remains unsold or undeveloped, provided that approval is first obtained from the governmental agency or body having jurisdiction over these matters.

e) To prevent and defend, in the name of the Association, any infringement on and to compel the performance of any restrictions set in the bylaws or established by law, and also any rules and regulations covering the use of the said Common Ground or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed on his own behalf, but the power and authority herein granted is intended to be discretionary and not mandatory. The costs and expenses incurred by the Directors in any such proceeding shall be paid out of any general fund then in hand or thereafter collected by general assessment against the Lots and Living Units.

f) To publicly dedicate the private streets and easements or any portion or portions thereof and any sanitary sewers and sanitary sewage treatment facilities whenever such dedications would be accepted by a proper public agency.

g) To abandon any easement or portion thereof by executing and recording a proper and appropriate instrument in the office of the Recorder of Deeds of St.

Louis County, Missouri, when such abandonment is approved by any public agency to which the easement is dedicated.

h) To clean up debris and rubbish, cut and remove grass and weeds and to trim, cut back, remove, replace and maintain landscaping upon any vacant or neglected property. The owners of said property may be charged with the reasonable expenses so incurred which shall constitute a lien on the property. The Board, their agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

i) To approve or reject all plans and specifications for any and all buildings, decks, structures, fences, outbuildings, sheds, swimming pools or tennis courts proposed for construction and erection on said Lots; proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, decks, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said Lots unless there shall be first had the written approval of a majority of the Board to the plans, specifications and grade proposed. Any and all construction must conform with the codes and ordinances of the City of Wildwood and St. Louis County, where applicable. The homeowner is responsible for securing all applicable permits and approvals for the construction. Two copies of all proposed plans, specifications and additions must be submitted to the Board. The Board shall retain one copy for their own use and record keeping. The Board shall review such plans,

specifications and/or additions within seven days following receipt thereof in their proper form. If the Board fails to approve such plans, specifications, and/or additions in writing within this period, they shall be deemed rejected. All approved plans, specifications, additions and plot plans must be strictly followed and no improvement may be changed or altered without prior written approval of the Board.

j) The Board, in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of these Bylaws, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, to defend suits brought against them individually or collectively in their capacity as Directors. All service contracts solicited on behalf of the subdivision are required to be in writing and any proposed contract in excess of \$5000.00 requires additional written bids. All contracts require majority approval of the Board.

k) To borrow money to be used for any purposes authorized under these bylaws and to repay such loans out of future revenues and collections of the subdivision. The Board may deliver evidences of any such indebtedness, and may secure any such loans by lien (mortgage, deed of trust or otherwise) upon the Common Ground such loans may bear interest at commercially reasonable rates. Notwithstanding anything herein to the contrary, Directors do not have authority to borrow money without specifically stating the purpose, need and use of the

money and without the approval of a simple majority of the quorum of the Members present at the subdivision meeting called to approve said issue.

l) The Board will prepare and distribute an annual budget to the Members by April 15th each year. The budget will include all planned expenditures for the period from January 1 to December 31 of that year. Any non-maintenance budget item in excess of \$5,000.00 must be approved by a vote of the association as defined in this instrument.

m) The Board shall deposit the funds coming into their hands as Directors in a State or National Bank, protected by the Federal Deposit Insurance Corporation, to earn interest when feasible.

n) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in these Bylaws, any gift, grant, conveyance or donation of money or real or personal property.

o) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions hereof or the Articles of Incorporation.

p) To declare the office of a member of the Board of Directors to be vacant in the event such a member shall be absent from three consecutive regular meetings of the Board of Directors.

q) To employ a manger, independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 3. Duties. It shall be the duty of the Board of Directors to:

- a) cause to be kept a record of all its acts and to present a statement thereof to the Members at the bi-annual meetings of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the Members entitled to vote;
- b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- c) as more fully provided within the Copper Lake First Amended Indentures, to fix, levy and collect annual and special assessments;
- d) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- f) cause the Common Area and/or Recreational Facilities to be maintained; and
- g) notwithstanding any other condition herein, the Directors shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County and the City of Wildwood and for such purpose shall not be limited to the maximum assessment provided herein. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all street lights, roadways, and easements.

Section 4. Number, Election and Term. The affairs of this corporation shall be

managed by the Board of Directors, which shall consist of five (5) Directors. Prior to election and throughout his/her term, every Director must be current with his/her payment of subdivision assessments and be in good standing within the Association.

Should any Director cease to be an Owner of a Lot and Living Unit, his/her term of office shall automatically terminate. Any Director who places his or her property up for sale will be required to resign within 10 days of doing so. At any time, for cause or without cause, any Director may be removed by a fifty-one percent (51%) vote of all Owners by petition or at any bi-annual or special meeting of the Membership duly called and convened, when the removal will best serve the interests of this Association. A replacement will be appointed by a majority consent of the remaining Directors to serve until the next regular election is held, at which time a new Director will be elected.

The founding Board of Directors shall be the present Directors and they shall serve out the remainder of their existing terms as Directors. The Directors to be chosen for the ensuing term shall be elected at the November bi-annual meeting of the Membership where a majority of the Members shall be present. All successor Directors shall serve for a term of three (3) years or until their successors shall have been elected.

Section 5. Voting. Each Director shall have one vote and such voting may be done by written proxy. A tie vote will be decided by the President, except as otherwise provided within the these bylaws or the Copper Lake First Amended Indentures.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held as needed, at such place and hour as may be fixed from time to time by resolution of the Board. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors.

Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 7. Notice. Notice of any regular or special meetings shall be given at least three (3) days prior to the meeting to each Director by telephone, e-mail, facsimile, or by written notice personally delivered or mailed to his/her home by means of the U.S. Postal Service. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

Section 8. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 9. Action Taken Without a Meeting. The Directors shall maintain the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 10. Compensation. No Director shall receive compensation for services rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties hereunder.

Section 11. Committees. The Board of Directors may, by resolution adopted by a majority of the Directors, establish one or more committees, each of which shall consist of two

or more Directors, under such terms and with such powers as shall be specified in such resolution.

ARTICLE VI

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be President, who at all times shall be a member of the Board of Directors, and Secretary, and any other such officer as the Board of Directors may from time to time create by resolution. The same individual shall not hold the offices of President and Secretary at the same time.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall be chosen from those Members of the Board. The officers of the Association shall be elected annually by the Board and shall each hold office for one (1) year unless he/she resigns, is removed, or otherwise becomes disqualified to serve.

Section 3. Special Appointments. The Board may elect other officers as the affairs of the Association may require. Each such appointment shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the two-thirds vote of the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice, or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective unless so specified.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. Otherwise, no person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to this Article.

Section 7. President. The President shall be the principal executive officer of the corporation and shall, in general, have supervising control of the business and affairs of the corporation. The President shall preside at all meetings of the Board of Directors, shall ensure that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign with another Board member all checks, promissory notes, and authorizations for payment unless previously signed by the Secretary, and in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 8. Secretary. The Secretary shall, or the Secretary shall appoint such individual to: a) keep the minutes of all meetings of the Membership, the Board of Directors, and committees created by the Board, and record such minutes in one or more books provided for that purpose; b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; c) keep copies of the corporate records, seal of the corporation, oversee that the seal of the corporation is affixed to all documents and corporate records; and d) keep current records showing the Members of the Association and their addresses; and e) oversee all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

ARTICLE VII

MEMBERSHIP

Section 1. Qualification and Voting Rights. Every Owner of a Lot and Living Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and Living Unit which is subject to assessment. Each member of the Association is entitled to one vote for each Lot and Living Unit owned. When more than one person holds an interest in any Lot and Living Unit, all such persons shall be Members. The vote for such Lot and Living Unit shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any one Lot or Living Unit.

Section 2. Meetings. The Membership shall hold bi-annual meetings on the second Mondays in April and November of each year, and may hold special meetings as needed and as decided upon by the President, Board of Directors, or upon written request of at least twenty-five percent (25%) of the Members who are entitled to vote. The Secretary of this Association or Secretary's appointee shall mail to every member in good standing at his or her last address appearing on the books of the Association, a notice telling the time and place for such meetings, and in the case of a special meeting, the purpose of the meeting. At least fifteen days notice shall be given of all bi-annual meetings, and at least seven days notice shall be given of all special meetings.

Section 3. Place of Meetings. The Board of Directors may designate the place for the bi-annual meetings of Members or for any special meeting called by the Board of Directors. The Members may designate any place as the place for holding of such meeting if called by the Members.

Section 4. Quorum. The presence of twenty-five percent (25%) of the Members entitled to vote, unless expressly stated otherwise in the Articles of Incorporation, shall constitute a quorum for any action. If the quorum is not present or represented at the bi-annual or special meeting, the Members entitled to vote that are present shall have the power at that time to adjourn the meeting without notice and reschedule the meeting. After proper notice is sent out for the rescheduled meeting, the attendance of at least fifteen percent (15%) of the Members entitled to vote shall constitute a quorum for any action for purposes of this rescheduled meeting.

Section 5. Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and automatically ceases upon conveyance by the member of his/her Lot or Living Unit.

Section 6. Dues and Assessments. The Board of Directors shall establish the dues and/or assessments for Membership which may be altered from time to time pursuant to the Corporation Articles, Bylaws and the First Amended Indentures.

ARTICLE VIII WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these bylaws or under the provisions of the Articles of Incorporation, or under the provisions of the General Not For Profit Corporation Law of Missouri, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein shall be deemed equivalent to the giving of such notice.

for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, and to that end may endorse, assign and deliver the same.

Section 3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation with such banks, bankers, trust companies or other depositories as the Board of Directors may select or as may be selected by any officer or officers, agent or agents of the Corporation to whom such power may be delegated from time to time by the Board of Directors.

Section 4. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes, acceptances or other evidence of indebtedness issued in the name of the Corporation, shall be signed both by the President or the Secretary of the Corporation and another member of the Board of Directors, and in such manner as shall be determined from time to time by resolution of the Board of Directors in accordance with the provisions of these bylaws. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories may be made without countersignature by the President or by any other officer or agent of the Corporation to whom the Board of Directors, by resolution, shall have delegated such power.

Section 5. General and Special Bank Accounts. As they deem necessary, a majority of the Board of Directors may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board of Directors may select and may make such rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws.

**ARTICLE XI
CORPORATE SEAL**

The Board of Directors may elect to adopt a corporate seal, which (if one is adopted) shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Missouri."

**ARTICLE XII
FISCAL YEAR**

The fiscal year of the Corporation shall begin January 1st and end December 31st.

**ARTICLE XIII
INDEMNIFICATION**

Each person who is or was a Director or officer of the Corporation, including the heirs, executors, administrators, or estate of such person, shall be indemnified by the Corporation to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, costs, and expenses including attorney's fees, incurred as a result of any claim arising in connection with such person's conduct in his or her capacity, or in connection with his or her status, as a Director or officer of the Corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which he may be entitled under any other bylaws or agreement, vote of disinterested Directors, or otherwise, and shall not limit in any way any right that the Corporation may have to make different for further indemnification with respect to the same or different person or classes of persons.

ADOPTED ON THE 30 DAY OF April, 1999.

James E. Kearny

Jan McCallister

Don Marshall

Paul J. J.

Kenneth B. Bostif

BEING ALL OF THE DIRECTORS OF
COPPERLAKES HOMEOWNERS' ASSOCIATION

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