

DECLARATION OF
TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS
OF

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HAWKS VIEW ESTATES

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DECLARATION OF
TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HAWKS VIEW ESTATES

THIS DECLARATION ("Declaration"), made and entered into this 25th day of September, 1990 by the trustees of Hawks View Estates, pursuant to and in accordance with that certain Indenture of Trust and Restrictions dated March 26, 1979, and recorded in book 7170 page 791 of the St. Louis County Records, as amended; said trustees hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, an Indenture of Trust and Restrictions of Grand Marnier Subdivision dated March 26, 1979, was filed in book 7170 page 791 of the St. Louis County Records by Aquarius Development Inc., Raymond N. Lebbing, Antonette Lebbing and Pete Gray affecting the lots and common property in the Grand Marnier Subdivision ("Indenture"), the plats of which are recorded in plat book 192 page 51, book 238 page 83, book 249 page 50 and book 247 page 46 of the St. Louis County Records ("Plat"); and

WHEREAS, the Indenture was amended on July 14, 1980, and filed in book 7262, page 1216 of the St. Louis County Records changing the name of the subdivision to "Hawks View Estates"; and

WHEREAS, Article VI, Item 15 of the Indenture provides that the Indenture may be amended by a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the lot owners in the subdivision then included under the terms of the Indenture; and

WHEREAS, at least two-thirds (2/3) of the lot owners in the subdivision desire to amend the Indenture as herein provided; and

WHEREAS, there is designated, established and recited on the Plat, Common Land and certain easements which are for the exclusive use and benefit of the owner or owners of the lots and parcels shown on the Plat (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, and other facilities and public utilities for the use and benefit of the owner or owners of the lots shown on the Plat; and,

WHEREAS, it is the purpose and intention of this Declaration to restate and replace the Indenture to preserve said tract of land as a restricted neighborhood and to protect it against certain uses by the adoption and continuation of a common neighborhood plan and scheme of restrictions, and to apply that plan and restrictions to all of said land and every parcel thereof; and,

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and severally for the benefit of all persons who may purchase, hold, lease or own from time to time any of the several lots covered by this instrument; and,

WHEREAS, Declarant will by separate instrument convey to the Association and establish as "Common Land" the property currently provided for the common use and ownership of the lot owners of the Development pursuant to the Indenture; and,

WHEREAS, the Association shall hold the Common Land for the duration of the Development, and thereafter fee simple title thereto shall vest in all the then recorded owners of all lots and parcels in the Plats as tenants in common.

NOW, THEREFORE, the trustees of the subdivision (the Declarant), as duly elected and directed pursuant to the terms of the Indenture, execute and file this Declaration on behalf of said lot owners of the Development as a complete restatement and replacement of the Indenture and hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and for and on behalf of all persons who may hereafter derive title to or

otherwise hold through them, together with their heirs, successors and assigns, and shall inure to the benefit of each of them.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to the Hawks View Estates Homeowners Association, as organized pursuant to this Declaration, its successors and assigns.

1.2 "Common Land" shall mean all real property (including the improvements thereon) owned by the Association for the common benefit of the Owners. The Common Land to be owned by the Association is more particularly described in Exhibit "B" attached hereto and made a part hereof.

1.3 "Declarant" shall mean and refer to the trustees duly elected or appointed and acting pursuant to the Indenture at the time of execution of this Declaration.

1.4 "Development" shall mean and refer to all property located within Hawks View Estates as described in Exhibit "A" attached hereto.

1.5 "Directors" shall mean and refer to the persons appointed or elected pursuant to the terms of Article IV hereof.

1.6 "Indenture" shall mean and refer to the Indenture of Trust and Restrictions of Grand Marnier Subdivision dated March 26, 1979, recorded in book 7170, page 791 of the St. Louis County Records by Aquarius Development Inc., Raymond N. Lebbing, Antonette Lebbing and Pete Gray, as amended on July 14, 1980, and recorded in book 7262, page 1216 of the St. Louis County Records.

1.7 "Lot" shall mean and refer to any plot of land shown upon the Plats, with the exception of the Common Land.

1.8 "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.9 "Plats" shall mean and refer to the plats of the Hawks View Estates subdivision (also known as Grand Marnier Subdivision and Meadowgreen Trails Addition) which are recorded in plat book 192 page 51, book 238 page 83, book 249 page 50 and book 247 page 46 of the St. Louis County Records.

1.10 "Properties" or "Property" shall mean and refer to that certain real property described in Exhibits "A" and "B" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

OWNERSHIP AND EASEMENTS

2.1 The Declarant or Directors shall convey to the Association the Common Land.

2.2 Every Owner shall have a right and easement of enjoyment in and to the Common Land which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.2.1 the right of the Association to adopt regulations for the use of the Common Land, to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Land;

2.2.2 the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

2.2.3 the right of the Association to dedicate or transfer all or any part of the Common Land to any public agency, authority, or utility for such purposes and subject to such conditions as it may determine.

2.3 Any Owner may delegate his right of benefit of the Common Land and facilities to the members of his family who reside in the Development, his tenants, or contract purchasers who reside in the Development.

2.4 The Association shall hold the Common Land in trust, it being the intent of the Declarant that the Common Land shall hereunder be held and remain used and maintained for the common benefit of all of the Owners for the duration of the Development and this Declaration, and thereafter title to the Common Land shall thereupon vest in the then Lot and parcel Owners of the Plats as tenants in common.

2.5 The rights and duties of Owners with respect to sewer, water, electricity, gas and telephone and connections thereto shall be governed by the following:

2.5.1 Wherever connections of sanitary and storm sewer, water, electricity, gas or telephone lines are installed within the Development and the connections, or any portion thereof, lie in or upon Lots, buildings or structures thereon owned by others than the Owner served by said connections, the Association, the utility companies and the Owners of any Lots served by said connections shall have the right, and are hereby granted easements to the full extent necessary to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots or to have the utility companies or repairmen enter upon Lots within the Development in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, and further, if the Association deems the repair, replacement or maintenance of any such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the reasonable costs thereof against the Lots served by such connection, and each Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Association, and that said assessment, if not so paid on the date when due, shall become a continuing lien on the property and the personal obligation of the Owner, and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article V hereof for other assessments by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner shall be a member of the Association and shall be entitled to one vote for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; MEMBERSHIP; MEETING; VOTING; AND TERM OF OFFICE

4.1 The affairs of the Association shall be managed by a Board of five (5) directors, who need not be Owners, and who shall serve without compensation. Notwithstanding anything to the contrary in this Article, except for vacancies filled pursuant to Section 4.4, one Director shall be nominated and elected by each of the following groups of Owners:

4.1.1 The "Grand Marnier" Director shall be nominated and elected by the Owners of the Lots designated on the Plats of the Development as lot numbers 1-12, 123-127, and 131-142.

4.1.2 The "La Chateau" Director shall be nominated and elected by the Owners of the Lots designated on the Plats of the Development as lot numbers 13-38 and 128-130.

4.1.3 The "Bayou Bend" Director shall be nominated and elected by the Owners of the Lots designated on the Plats of the Development as lot numbers 39-65.

4.1.4 The "Bissonnet" Director shall be nominated and elected by the Owners of the Lots designated on the Plats of the Development as lot numbers 66-94.

4.1.5 The "Green Grove" Director shall be nominated and elected by the Owners of the Lots designated on the Plats of the Development as lot numbers 95-122.

A candidate for Director may run in only one of the categories enumerated in Sections 4.1.1 through 4.1.5 above.

4.2 The original Directors shall consist of Anthony Valdez, Gary Bullard, Gary Brown, Thomas Meininger, and Robert Wuopio who, by their signature to this instrument, consent to serve in that capacity. The term of the original Directors shall be as follows:

Anthony Valdez shall serve until May 31, 1991.

Gary Bullard shall serve until May 31, 1991.

Gary Brown shall serve until May 31, 1992.

Thomas Meininger shall serve until May 31, 1992.

Robert Wuopio shall serve until May 31, 1992.

4.3 At each annual meeting of the members, the members shall elect as many Directors as required to replace the number of Directors whose term then expires; provided, however, a Director shall be nominated and elected by the same category of Owners enumerated in Sections 4.1.1 through 4.1.5 who elected the Director whose term then expires. Such Directors shall be elected for terms of two (2) years each. Whenever any of the Directors resigns, refuses to act, becomes disabled or dies, a meeting of the members shall be called by notice as provided in Section 4.7 hereof for the purpose of electing a replacement Director; provided, however, a replacement Director shall be nominated and elected by the same category of Owners enumerated in Sections 4.1.1 through 4.1.5 who elected the Director the replacement Director is replacing. Such replacement Director shall serve until the end of the term of the Director he is replacing. At such meetings at which a quorum is present, the majority of the Owners in each category enumerated in Sections 4.1.1 through 4.1.5 attending such meeting, in person or by proxy, shall have the power to elect such Directors until their successors have been duly appointed or elected and qualified. Within thirty (30) days after the annual meeting of the members, the Directors shall elect among themselves a President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

4.4 Where the provisions of the Declaration cannot be fulfilled by reason of unfilled vacancies among the Directors, the County Council may upon petition of any concerned Owner, appoint one or more Directors to fill vacancies until such time as Directors are elected in accordance with the Declaration. Any person so appointed who is not an Owner or resident of the Development shall be allowed a reasonable fee for his services by order of appointment; which fee shall be levied as a special assessment against the property in the Development, and which shall not be subject to any limitations on special assessments contained in this Declaration or elsewhere.

4.5 Meetings of the Association shall be held at the registered office of the Association, or such suitable places within St. Louis County, Missouri, convenient to the members, as may be designated from time to time by the Board.

4.6 The members shall meet at least once a year. The annual meeting of the members shall be held on the third Thursday in May in each year, commencing in 1990 and if such day shall be a legal holiday, then on the next secular day following, at such time and place as is specified by the President or Secretary of the Association in the notice of such meeting; provided, that the Directors, from time to time, at any regular or special meeting, may designate a different day for the annual meeting.

4.7 Special meetings of the members may be called at any time by a Director. Special meetings must be called by the Directors upon receipt of a written request for a special meeting signed by at least fifteen (15) members of the Association. No business shall be transacted at a special meeting except as stated in the notice thereof. Such notice shall be in writing, shall be sent by United States mail to the addresses of the respective Owners or to such other addresses as any member may have designated to a Director and shall be mailed not less than ten (10) days in advance of any meeting; provided, however, that such notice may be delivered personally to any member if not prohibited by the statutes of the State of Missouri. Proof of such mailing or delivery shall be given by the affidavit of the person mailing or delivering the notice. Notice of the meeting may be waived in writing by any member before or after such meeting.

4.8 A quorum at meetings of the members shall consist of members present, in person or by proxy, representing at least twenty-five percent (25%) of the total votes in the Association.

4.9 The voting power of members shall be based upon the Lots owned and the vote allocated to such Lots by this Declaration. When more than one person is the owner of a Lot, the votes for that Lot shall be cast as the Owners of said Lot shall determine, but in no event shall more than the vote allocated by this Declaration to the Lot be voted. The vote allocated to a Lot shall not be split but shall be voted as a single whole.

4.10 A vote may be cast in person or by proxy. A proxy must be in writing, be signed by all owners of the Lot, the vote of which is subject to the proxy, and be filed with a Director before the meeting. A proxy shall be valid until revoked in writing by the Owner of such Lot.

4.11 Any action required by law to be taken at a meeting of the members, may be taken without a meeting if authorized in a writing which sets forth the action to be taken and which is signed by two-thirds (2/3) of the Owners or as may otherwise be required by Missouri Statutes.

4.12 If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned from time to time until a quorum is present.

4.13 When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy, unless express provisions of applicable law, or this Declaration, require a greater vote.

4.14 At the beginning of each meeting, the Secretary of the Association, or other person designated by the presiding officer, shall certify a statement listing all members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

4.15 Unless otherwise provided in the Bylaws of the Association, at all meetings of the Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of the Directors present at a meeting, in person or by proxy, at which a quorum is present shall constitute the decision of the Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

ARTICLE V

FUNDS AND ASSESSMENTS

5.1 The Association is authorized to make uniform annual assessments in an amount not to exceed One Hundred Dollars (\$100.00) per Lot in each calendar year upon and against each Lot for the purpose of carrying out any and all of the general duties and powers of the Directors and Association as provided herein.

5.2 Each year on or before April 15, the Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, services, supplies and any other work which will be required during the ensuing calendar year for the rendering of all services and the performance of all of the powers and duties of the Association, including but not limited to the repair and maintenance of Common Land together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before May 5, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof ("Estimated Cash Requirement.") The Estimated Cash Requirement shall be assessed to each Owner on a uniform basis. On or before June 1, of the ensuing year, each Owner shall be obligated to pay to the Association, or as it may direct, the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall, if requested, supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year, the amounts actually collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

5.3 The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements which are not originally included in the annual estimate and which may become necessary during the year, shall be charged first against such reserve. If the Estimated Cash Requirement proves inadequate for any reason, including the nonpayment of any Owner's assessment that is assessed to each Owner, the Association may make a further assessment in accordance with the procedure contained in Section 5.11 herein.

5.4 The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing rate established for the previous period until the payment is adjusted and ten (10) days' notice thereof mailed to the Owners.

5.5 The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner or any mortgagee of an Owner at such reasonable time or times during normal business hours as may be requested by the Owners, their representatives or mortgagees.

5.6 All funds collected hereunder shall be held and expended for the purposes designated herein. All checks, drafts or other forms of payment shall require the signature of two (2) Directors, or his designated agent. Improvements to Common Land exceeding \$3,000.00, excluding expenses for general maintenance, must be approved by a majority of the Owners at a duly called and convened meeting of the Owners.

5.7 If any Owner fails or refuses to make any payment of the common expenses when due, the amount thereof, together with interest at the rate of fifteen percent (15%) per annum and the reasonable expenses incurred by the Association to collect the unpaid assessment, shall constitute a lien on the interest of such Owner in the Property and his Lot, and upon the recording of notice thereof by the Association, shall be a lien upon such Owner's interest in the Property and his Lot prior to all other liens and encumbrances, recorded or unrecorded, except only taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any encumbrancer holding a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of his encumbrance. Any interest charge imposed by reason of this Article may be abated in whole or in part by the Association for good cause shown.

5.8 The lien to secure payment of common expenses shall be in favor of the Association and shall be for the benefit of all Owners, and may be foreclosed by an action brought in the name of the Association, in like manner as a mortgage of real property, as provided in Sections 443.190-443.210 V.A.M.S.

5.9 Suit to recover unpaid assessments, interest thereon and attorney's fees and costs, may be brought by the Association without foreclosing or waiving the lien securing same, and such action shall not constitute a waiver of the Association's right to invoke any other remedy provided for herein.

5.10 No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Land or abandonment of his Lot.

5.11 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Properties or Common Land, provided that any such assessment shall have the written assent of fifty-five percent (55%) of the Owners who are voting in person or by proxy at a meeting called for this purpose.

5.12 In addition to the foregoing assessments, each single-family residence in the Development shall be assessed for sanitary sewer purposes by Metropolitan Sewer District, its successors and assigns.

ARTICLE VI

DEVELOPMENT RIGHTS

6.1 Declarant is not reserving and shall not have any development rights.

ARTICLE VII

EXTERIOR MAINTENANCE

7.1 In the event an Owner of any Lot in the Development shall fail to repair, maintain or restore the premises and the improvements situated thereon in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

RESTRICTIONS

The use of Lots and Common Land is restricted as follows:

8.1 Land Use and Building Type. All Lots in the Development shall be used only for single-family residential dwellings.

8.2 Dwelling Cost, Quality and Size. The construction costs of each residential dwelling in the Development shall not be less than \$85,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The living area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet.

8.3 Placement of Improvements. Buildings shall be placed on Lots only in the manner approved by the Association, subject to terms and provisions of Article IX, with the front and side building set-back lines being at least those required by St. Louis County zoning ordinances for the subdivision.

8.4 Easements. The easements shown on the Plat for installation and maintenance of utilities and drainage facilities are hereby reserved and the same shall run with the land.

8.5 Signs. No sign of any kind shall be permitted or erected or suffered to remain anywhere, on anything, except one single or double faced "For Sale" or "For Rent" sign in addition to the name, address, and/or telephone number of the person or real estate agent offering said property for sale or for rent. Said sign shall not exceed five (5) square feet in size.

8.6 Livestock and Poultry. No animals, livestock or poultry shall be raised, bred or kept on any Lot; provided, however, that household pets, in limited numbers, may be kept provided they are not maintained for any commercial purposes.

8.7 Fences. No fences or screening shall be erected or maintained on any Lots between the building set-back lines and the street upon which that Lot fronts. Fences may be maintained on other portions of Lots only with the written consent of the Association as to locations, materials used and heights of fence. The decision of the Association shall be conclusive. Fences must be maintained by the Lot Owner.

8.8 Abandoned Vehicles. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Land or the Lots of the Development. If said motor vehicles are so stored or remain on the aforesaid premises, the Association may take the necessary action to remove same.

8.9 Above Ground Structures. No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

8.10 Nuisances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on or upon any portion of the Properties,

nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devise or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

8.11 Commercial and Recreational Vehicles/Boats. No trucks or other commercial or industrial rolling stock or equipment or recreational vehicles or boats may be parked overnight, stored or suffered to remain upon the Common Land or Lot or any other part of the Development except such as may be conveniently garaged within the buildings or on permanent poured concrete pads upon the premises for an Owner's personal transportation or recreation. No motor vehicle which is nonusable, inoperative or in neglected state of disrepair shall be permitted to be stored or suffered to remain upon said tract of land covered hereunder.

8.12 Liability of Trustees: Trustees Not to be Compensated. The Directors 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 misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion deem necessary. Neither the Directors nor successor Directors shall be entitled to any compensation for services performed pursuant to this covenant.

8.13 Slope Control Areas. Slope control areas are reserved as shown on the Plats. Within these slope control areas, no structure, planting or other material 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, or which may change the direction of flow of drainage channels. The slope control area 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.

8.14 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 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 25 feet 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 lines is maintained at sufficient height to prevent obstruction of such sight lines.

8.15 Use of Common Land. All use of Common land is subject to such reasonable rules the Association may hereafter make. There shall be no use of the Common Land except by Owners and their guests. All persons residing within the Development may enjoy the use of the Common Land as long as they abide by the terms of this Declaration and any reasonable rules the Association may make. There shall be no obstruction of any part of the Common Land. Nothing shall be stored or kept in the Common Land without the prior consent of the Association. No alterations or additions to the Common Land shall be permitted without the approval of the Association. Nothing shall be done or kept in the Common Land which will increase the rate of insurance on the Common Land without the prior consent of the Association. No Owner shall permit anything to be done or kept in the Common Land which might result in the cancellation of insurance on any part of the Common Land, which would interfere with rights of other Owners, which would be noxious, harmful or unreasonably offensive to other Owners or which would be in violation of any governmental statute, ordinance, rule or regulation. No waste or unauthorized excavation shall be committed on the Common Land. The Common Land is permanently dedicated to a natural beauty state. Landscaping, such as planting grass, trees, shrubs, etc., and maintenance of the ground are the only allowable improvements.

ARTICLE IX

ARCHITECTURAL CONTROL

9.1 No building, home, fence, wall, detached buildings, outbuildings, accessory buildings, swimming pool, tennis courts or other structure shall be commenced, erected or maintained upon the Common Land or any Lot, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design with structures, abutting the proposed improvement and location in relation to surrounding structures and topography by a majority of the Directors. In the event the Association

fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event plans and specifications are approved by the Association, then, in that event, the applicant shall obtain the consent of the St. Louis County Department of Public Works prior to the commencement of work when required.

9.2 The Association may require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said Lots in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent Lots, and that any and all damages to subdivision improvements shall be repaired.

ARTICLE X

POWERS AND DUTIES OF THE ASSOCIATION

The Association, by and through the Directors exercising their reasonable judgment as provided by the laws of the State of Missouri, shall have the following rights, powers, duties and obligations:

10.1 To organize as a profit or nonprofit corporation, trust, partnership or as an unincorporated association.

10.2 To adopt and amend bylaws and rules and regulations.

10.3 To adopt and amend budgets for revenues, expenditures and reserves and collect assessments from Owners as provided in this Declaration.

10.4 To hire and discharge managing agents and other employees, agents and independent contractors and to employ legal counsel.

10.5 To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Owners on matters affecting the Development.

10.6 To make contracts and incur liabilities.

10.7 To grant easements, leases, licenses and concessions through or over the Common Land.

10.8 To impose and receive any payments, fees or charges for the use, rental or operation of the Common Land and for services provided to the Owners.

10.9 To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the Association.

10.10 To impose reasonable charges for the preparation and recordation of amendments to the Declaration, notices of lien or statements of unpaid assessments.

10.11 To acquire, hold and convey in its own name any right, title or interest to real estate or the Common Land in accordance with, pursuant to and subject to the provisions of this Declaration, and to deal with any Common Land so acquired under the provisions herein.

10.12 To exercise such control over the easements, streets, retention basins, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, street lights, gates, Common Land, cul-de-sacs, park areas, Shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes and disposal and treatment facilities as may be shown on any Plat as is necessary to improve, maintain, repair, rebuild, replace, supervise, regulate and insure the proper use of said easements, streets and roads, storm water sewers, sanitary sewer trunks and lateral lines, Common Land and other areas including but not limited to, the right (to itself and others to whom it may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, street lights, pipes, poles, wires and other facilities and public utilities for service to the Lots shown on said plats, and the right to establish traffic rules and regulations for the usage of driveways, streets, parking lots and Common Land in the Development.

10.13 To exercise control over the Common Land and cul-de-sacs shown on the Plat, to pay real estate taxes and assessments on said Common Land out of the general assessment

herein provided; to maintain and improve same to promote the health, welfare, morals, recreation, entertainment, education and for the general use of the Owners, all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Land, all for the benefit and use of the Owners and according to the discretion of the Directors.

10.14 To dedicate to public use any private streets constructed or to be constructed within the Development, whenever such dedication would be accepted by a public agency, in the event the Plat does not provide for public use and maintenance.

10.15 To purchase and maintain in force liability insurance, protecting the Association, Directors, officers of the Association and Owners and to provide for the indemnification of the officers of the Association and Directors in their capacity as such, and to purchase and maintain in force fire and other casualty insurance and any other insurance deemed necessary or appropriate to protect against damage to the Common Land and improvements thereto.

10.16 To provide and maintain street lights, including cost of utility service therefor.

10.17 To maintain, repair and replace all streets, if private, and all Common Land.

10.18 To provide for security service for the Development, including individual Lots and improvements thereon, and Common Land, the exact nature and scope of such service and the time of commencement thereof to be determined solely by the Association. This authorization shall not be construed as a requirement of the Association to provide any security service for the Development.

10.19 Notwithstanding any other condition herein, it shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Development may become a part, and for such purposes it shall not be limited to the maximum assessment provided for herein.

10.20 Any action authorized by the Association hereunder shall be undertaken by Association officers and agents as authorized and directed by the Directors, except those matters specifically calling for a vote of the membership.

10.21 At such time as the then Owners become owners of part or all of the Common Land theretofore conveyed to and held by the Association, the Association shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to such Common Land as hereinbefore set forth, and particularly the Association shall continue to collect for and make payment of the real estate taxes which may be levied on the Common Land by St. Louis County and/or by any other governmental body or agency.

10.22 To prevent any infringement and to compel the performance of any restrictions set out in this Declaration or established by law, and also any rules and regulations issued by the Association pursuant hereto. This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Association is intended to be discretionary and not mandatory.

10.23 To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lot or Property, and the owners thereof may be charged with the reasonable expenses so incurred. The Association, its 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.

10.24 To exercise any other powers conferred by the Declaration or bylaws duly adopted by the Association.

10.25 To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

10.26 To exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE XI

GENERAL PROVISIONS

11.1 The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have any substantive effect.

11.2 Notices required to be given to the Directors may be delivered to any Director either personally or by Certified Mail Return Receipt Requested addressed to such Director at his Lot. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

11.3 Each grantee of an Owner by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such Owner in the like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

11.4 No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.5 The invalidity of any covenants, restrictions, conditions, limitations or any other provision of this declaration or of any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the other provisions, covenants, conditions and restrictions of this Declaration.

11.6 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule Against Perpetuities and be not subject to the laws of this State and all its political subdivisions, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri Law, or for the life or lives in being plus twenty-one years thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

11.7 Before any person shall become a member of and serve as a Director, he shall be able to be bonded. The Association shall procure a blanket fidelity bond on all Directors individually and collectively for the benefit of all Owners in an amount fixed by the Association. A similar bond shall be required for any person or entity handling funds of the Association including but not limited to employees of a professional manager. The cost of premiums for such blanket bond shall be paid out of funds of the Association as a general charge and shall not be borne by the individual Director or person being bonded. The Association shall deposit its funds in a bank or savings and loan protected by the Federal Deposit Insurance Corporation, or any successor organization insuring the deposits of a bank or savings and loan association.

11.8 Whenever the Association is authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Development, or to acquire any lien thereon or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the Development, such actions shall be carried out in the name of the Association on behalf of some or all of the Owners, as the case may be.

11.9 Wherever the state, a political subdivision, or any other corporation, agency, or authority having the power of eminent domain shall seek to acquire any of the Common Land, roads or easements, such authority may conduct negotiations with the Association as representative of all Owners, and the Association may execute and deliver the appropriate conveyance on behalf of all Owners in return for the agreed consideration. The Association may execute and deliver the appropriate conveyance on behalf of all Owners in return for the agreed consideration. In the event negotiations shall fail, the condemning authority may join the Association as party defendant in lieu of naming all Owners; and such proceedings shall bind all Owners.

11.10 This Declaration, and the restrictions, limitations, conditions and covenants herein contained, shall be and remain in force and effect until terminated by the written consent of at least eighty-five percent (85%) of the Owners.

11.11 Except as otherwise expressly provided for in this Declaration, no modification or amendment of the Declaration herein shall be valid unless such modification or written amendment has the written assent of two-thirds (2/3) of the Owners and is duly recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

11.12 The Association and its Directors, its successors and agents shall comply with all lawful ordinances, rules and regulations of St. Louis County, Missouri, or any municipality of which the Development may subsequently become a part, including, but not limited to, those affecting maintenance of private roadways, islands, sidewalks, street lights, open areas and recreational facilities and drainage facilities. The use of the Common Land shall be limited to Owners as herein provided. The rights of the Owners shall only be exercisable appurtenant to and in conjunction with their ownership of a Lot. Any conveyance or change of ownership in any Lot shall convey with it ownership in the Common Land, and no interest in the Common Land shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidence of ownership of the Common Land although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated.

IN WITNESS WHEREOF, the Declarant, by its duly authorized officers, has executed this Declaration this 25th day of September, 1990.

DECLARANT

Anthony Valdez
Anthony Valdez

Gary Bullard
Gary Bullard

Gary Brown
Gary Brown

Thomas A. Meininger
Thomas Meininger

Robert W. Wuopio
Robert Wuopio

CONSTITUTING ALL THE DULY ELECTED
TRUSTEES OF HAWKS VIEW ESTATES

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

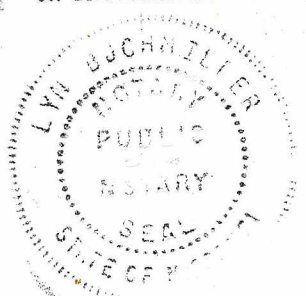
On this 25th day of September, 1990, before me personally appeared Anthony Valdez, Gary Bullard, Gary Brown, Thomas Meininger and Robert Wuopio, to me personally known, who being by me duly sworn, did say that they are the trustees of Hawks View Estates, a trust created pursuant to an Indenture of Trust and Restrictions dated March 26, 1979, as amended and Anthony Valdez, Gary Bullard, Gary Brown, Thomas Meininger and Robert Wuopio acknowledged said instrument to be the free act and deed of said trustees as duly authorized pursuant to the Indenture of Trust and Restrictions, as amended.

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

Lyn Buckmiller
Notary Public

My Commission Expires:

LYN BUCKMILLER
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. FEB 12, 1992



DIRECTORS

Anthony Valdez
Anthony Valdez

Gary Bullard
Gary Bullard

Gary Brown
Gary Brown

Thomas A. Meininger
Thomas Meininger

Robert W. Wuopio
Robert Wuopio

CONSTITUTING ALL THE DULY ELECTED
TRUSTEES OF HAWKS VIEW ESTATES

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 25th day of September, 1990, before me personally appeared Anthony Valdez, Gary Bullard, Gary Brown, Thomas Meininger and Robert Wuopio, to me personally known, who being by me duly sworn, did say that they are the directors of the Hawks View Estates Homeowners Association before me acknowledged that they executed this instrument as their free act and deed.

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

Lyn Buchmiller
Notary Public

My Commission Expires:

LYN BUCHMILLER
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. FEB 10, 1992

