

AMENDED BY-LAWS
OF
SUMMERHILL ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the association is SUMMERHILL ASSOCIATION, hereinafter referred to as the "Association". The mailing address of the association shall be P. O. Box 494, St. Peters, Missouri 63376, but meetings of members and the managers may be held at such places within the State of MISSOURI, County of ST. CHARLES, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SUMMERHILL ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 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 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.

Section 6. "Declarant" shall mean and refer to GREATER MISSOURI BUILDERS, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of THE ST. CHARLES COUNTY RECORDER OF DEEDS.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Managers, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 7 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the SUMMERHILL Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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 shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF MANAGERS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one member of the Board of Managers for a term of one year, one member for a term of two years and one member for a term of three years; and at each annual meeting thereafter the members shall elect one member for a term of three years.

Section 3. Removal. Any member may be removed from the Board, with or

without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Member of the Board, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No member of the Board of Managers shall receive compensation for any service he may render to the Association. However, any member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Members of the Board of Managers shall have 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 members. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V

NOMINATION AND ELECTION OF MEMBERS OF THE BOARD OF MANAGERS

Section 1. Nomination. Nomination for election to the Board of Managers shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Managers, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Managers prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non members.

Section 2. Election. Election to the Board of Managers shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF THE BOARD OF MANAGERS

Section 1. Regular Meetings. Regular meetings of the Board of Managers shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Managers shall be held when called by the president of the Association, or by any two managers, after not less than three (3) days notice to each member.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the managers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF MANAGERS

Section 1. Powers. The Board of Managers shall have power to:

(a) 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) 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 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Managers to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Managers; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Managers to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area including the exterior of the building to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Managers, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Managers following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified wherein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Managers shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; service notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose..

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% percent per annum, and the Association may bring an action at law against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The Fiscal year of the Association shall begin on the first day of March and end on the last day of February of every year.

ARTICLE XIV

AMENDMENT NO. 1

Having been voted on and approved by a majority of a quorum of members present or by proxy at a special meeting of the Summerhill Association on April 8, 1987, the following rules are hereby made a part of the By-Laws.

1. SKATEBOARDING - Skateboarding is not allowed on any Association driveways or sidewalks. This includes all of Timberbrook in Phase III.

2. PARKING - BOATS, TRAILERS, CAMPERS, RV'S, ETC. - No boat, trailer, camper, recreational vehicle or commercial vehicle may be parked overnight on Association property (including driveways) except in an Association member's garage or carport space(s), and, if then, cannot extend more than five (5') feet beyond the building line of said garage or carport. A red flag will be placed on the end of said vehicle where it extends out of carport or garage. This extension of up to five (5') feet will only be allowed when it has been determined by the Board of Managers that a dangerous, or nuisance situation has not been created by this extension. Parking of these items on City streets within Summerhill is subject to prevailing City ordinances governing said parking.

3. ABANDONED OR DERELICT MOTOR VEHICLES - The Abandoned Vehicle and Derelict Vehicle Ordinance of the City of St. Peters is in effect for all Association Property. The Association declares that it also prohibits the parking of said vehicles on its property. No abandoned or derelict motor vehicle may be parked on Association driveways or under Association carports. An abandoned motor vehicle is an unlicensed motor vehicle, and a derelict motor vehicle is an inoperable motor vehicle left in place over seven days.

4. SIGNS, WINDOWS, ETC. - No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Association property. However, nothing herein shall prohibit signs erected or displayed by Members in connection with the sale or rental of their units if signs are displayed inside of the windows. No awnings, canopy, window planters, shutters, lattice or other like window coverings or radio or TV antenna shall be affixed to or placed upon any exterior wall or roof without prior approval of the Architectural Control Committee and Board of Managers.

5. NUISANCES - No noxious or offensive activity shall be carried on in any unit or on Association property, nor shall anything be done which will become an annoyance to other owners or occupants, or which will obstruct or interfere with the rights of other owners or disturb them by unreasonable noises or otherwise, or permit any nuisance or illegal act in his unit or upon Association property.

6. LEASES - No Units shall be rented by the owners thereof for transient or hotel purposes; those purposes shall be defined as: (a) rental for any period less than six (6) months; or (b) any rental if the occupants of the unit are provided customary hotel services. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease the entire unit, but not less than the entire unit provided that said lease is made in writing and subject to Association's covenants and restrictions. Owners of units are responsible to notify the Treasurer of the Board of Managers when a Unit is leased or rented.

7. PETS AND ANIMALS - No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Association property except for those pets, birds, or other animals kept in a unit which do not violate regulations established by the Association. There shall be no structures for such pets outside the unit at any time.

8. PET OWNERS MUST OBSERVE THE FOLLOWING:

- (A) Outside kennels and dog houses are prohibited.
- (B) Pets are not permitted to run loose.
- (C) Pets are to be walked in areas of the property away from shrubbery and landscaping.
- (D) Pet wastes are to be picked up immediately by the pet owner.
- (E) Pet noises are to be controlled by the pet owner.
- (F) In the event of complaints from other residents, pet owners must cooperate with the Board of Managers to correct the situation. If a pet is deemed by the Board of Managers to be a nuisance to other residence, the Board may require the owner to remove the pet from the premises of Summerhill.

9. LANDSCAPING - All trees, shrubbery, evergreens and bushes will be planted and maintained by Summerhill Association's contracted landscaper. Individual condo owners or lessees (subject to owner's approval) may at their discretion, plant and maintain annuals, perennials, ornamentals and small plants or ground covers (i.e. periwinkle) within the existing areas not designed as lawn grass area, such as areas close to garages, steps, walkways and within the boundary lines of non-grass areas immediately in front of the condo. No window boxes and privet type hedges will be allowed. Small border fencing, either plain or sculptured, may be used to outline flowers or ornamentals in the non-grass areas.

10. ARCHITECTURAL CONTROL - The schedule below will be used to assess violations of the Declaration of Covenants, Conditions and Restrictions, specifically, Article VII entitled Architectural Control, repeated here for easier reference:

**ARTICLE VII
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to 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 to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Managers of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee 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.

Assessment for violations of these rules by guests, residents, renters, etc., will be made against the Home Owners of record, as they shall be deemed responsible for said person's actions.

11. PENALTIES - Violation of these rules, and such rules as may be adopted by the Board of Managers will result in the following penalties:

- (a) First violation, \$25.00 assessment against owner of property.
- (b) Failure to correct initial situation within ten (10) days renders an additional \$50.00 assessment.
- (c) Repeated failure to correct initial situation renders \$100.00 additional assessment every thirty (30) days until corrected.
- (d) Second violation within a six (6) month period will result in a \$50.00 assessment against owner of property, with continued violations as in (b) and (c) above.
- (e) Assessment for violations of these rules by guests, residents, renters, etc., will be made against the Home Owner of record, as they will be deemed responsible for said person's actions.

PROCEDURE FOR ENFORCEMENT OF RULES

The following procedures will be followed to enforce the rules established by the Board of Managers:

- (A) A written notice will be sent by the Board of Managers notifying the property owner of the violation or prohibited activity. Where possible, this notice will explain what is required to bring activity or premises into compliance with the rules. The letter will also inform the property owner of an opportunity for a hearing at the next regular meeting or a special meeting. This written notice will also indicate what sanctions are available under the rules for failure to comply.
- (B) If, after noticed, there is neither compliance nor a request for a hearing, notice of the Board Hearing will be sent. The notice of Board Hearing will include the nature of the offense, the time and place of the Hearing and an invitation to the hearing to defend the charged violation.
- (C) The minutes of the hearing will include proof of notice to violator, findings that he/she was in actual violation of the rules, that an opportunity was given the violator to be heard and to present their side of the matter. The minutes shall also include a written statement of the results of the hearing including any sanctions imposed.
- (D) If a special assessment is levied in accordance with the rules, the collection of this special assessment will be handled in the same manner as the annual assessment, including the possibility of foreclosure of a lien against the property if not paid within sixty (60) days. Article XI of By-Laws of Summerhill Association will apply to these assessments.

ARTICLE XV
AMENDMENT NO 2

Having been voted on and approved by a majority of a quorum of members present, or by proxy at a regular meeting of the Summerhill Association of September 22, 1988, the following rules are hereby made part of the By-Laws.

a) If any unit owner fails or refuses to make any payment of the common expenses when due, they will be assessed a late charge equal to 25% of the amount due. The monthly assessment is due the 1st of each month without notice. A five day grace period will be allowed so that any assessment not received by the 5th of each month shall be subject to the late charge. This charge shall be re-assessed for each month the payment is not paid. This shall be in addition to the interest due from the date of delinquency at the rate of 10% per annum.

b) If a late charge is levied in accordance with the above rule, the collection of this assessment will be handled in the same manner as the annual assessment, including the possibility of foreclosure of a lien against the property if not paid within sixty (60) days. Article XI of the By-Laws of Summerhill Association will apply to these assessments.

IN WITNESS WHEREOF, we, being all of the Board of Managers of SUMMERHILL ASSOCIATION, have hereunto set our hands this 29th day of SEPTEMBER, 1988.

Patrick Becherer Patrick Becherer
Bill Rupp Bill Rupp
Keith Bohn KB
Owen Lang Owen Lang

CERTIFICATION

I, the undersigned, do hereby certify:
THAT I am the duly appointed and acting Secretary of the SUMMERHILL ASSOCIATION, and,

THAT the foregoing amended By-Laws constitute the original By-Laws and Amendments of said Association, as duly adopted at a regular meeting of the Association members thereof held on 22 September, 1988 and a meeting of the Board of Managers thereof held on the 29th day of September 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 29th day of SEPTEMBER 1988.

KB
Secretary

STATE OF MISSOURI

COUNTY OF ST. CHARLES. On this 29th day of September, 1988 before me personally Keith Bohn to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his 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 first above written.

Betty N. Goofrey
Notary Public
BETTY N. GOOFREY
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. MAY 1, 1990

My term expires May 1, 1990