

walkway, or other right-of-way provided for the benefit of Lot Owners in the Subdivisions, and including the provision of necessary fixtures or personal property related thereto. There may be special assessments for the repair and replacement of water retention and detention facilities. Upon being reimbursed by the City or other party responsible for such repairs, the Association shall refund to Members on a prorata basis any sums collected for which the special assessment was originally collected. It shall be the responsibility of the Lot Owner or Owners of areas adjoining Common Items to maintain the landscaping for ordinary maintenance with the exception of berms and the areas between berms and the traveled roadway. The Association shall have the full responsibility for the maintenance of the berms and areas between the berms and traveled roadways, and shall have the responsibility to enforce ordinary maintenance of the areas adjoining the Common Items by the adjoining Owners. It shall be the responsibility of each Lot Owner to maintain all swales and ditches constituting drainage systems located on such Owner's Lot and for preventing obstruction to above ground drainage inlets located on such Owner's Lots. To the extent that any Lot owner shall fail to meet his responsibility for such maintenance, the Association shall be entitled to cause such maintenance to take place with the costs of the maintenance to be the subject of a lien against the non-performing Owner's Lot, the lien being subject to collection, enforceability, foreclosure, and remedies of the Association in the manner set forth herein for other assessments by the Association including the costs of collection and reasonable attorney's fees.

(e) In no event shall the Developers be responsible for charges levied as a special assessment by the Board of Managers against any Owner and/or Lots for all costs and expenses incurred to repair or replace any damage caused by an act of God or by the intentional or negligent act by an Owner or an Owner's employees, agents, invitees, or tenants.

(f) All Annual Common Area and Common Item Maintenance Fees shall be payable on a calendar year basis. It shall be the duty of the Board of Managers to prepare a budget for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacements and applicable reserves. Based upon the budget prepared, the Board of Managers shall establish the Annual Common Area and Common Item Maintenance Fee assessment for the upcoming year for all Lots. The Board of Managers shall set the due date for the payment of the Annual Common Area and Common Item Maintenance Fee, and may provide for a periodic payment schedule if deemed desirable for the Board of Managers. If at any time during an assessment year the Board of Managers determine that in their reasonable opinion the Annual Common Area and Common Item Maintenance Fee will be insufficient to provide adequate funds during the assessment year to cover the expense of items in the previously prepared budget, and/or the expense of any items not indicated in the original budget which occur and are extraordinary and reasonably necessary for the general operation of the Association and/or the maintenance of the Common Areas and Common Items, then the Board of Managers may levy an additional assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit

for that assessment year. The right and power to levy this additional assessment shall extend to the Board of Managers the first year after the Braeswood Homeowners' Association elects Managers from Owners of Lots developed in the Subdivisions and each assessment year thereafter. Written notice of any levy of an additional assessment shall be given to each Owner and payment shall be made as directed by the Board of Managers in such notice.

(g) Annual Common Area and Common Item Maintenance Fees shall be divided among Owners on the basis of an equal amount per Lot.

(h) Any charges or assessments imposed by the Board of Managers against specific Lots for failure to maintain, damage to Common Areas or Common Items, and other items previously identified in these By-Laws as being specific to a Lot in the Subdivisions shall not be divided among Lot Owners and shall be the obligation of the individual Lot subject to the assessment as directed by the Board of Managers as hereinbefore provided.

(i) Notice of the Annual Common Area and Common Item Maintenance Fees and of any assessment shall be given by the Board of Managers, either by mail, postage prepaid, addressed to the last known post office address of each Member (and notice given shall be considered given when mailed) or by delivering the notice to the Member personally.

(j) Failure or delay on the part of the Board of Managers to prepare and serve any budget or any Annual Common Area and Common Item Maintenance Fee billing or special assessment billing shall not constitute a waiver or release in any manner

of any Lot Owners obligation to pay such assessment whenever the same shall be made, and in the absence of any notice of Annual Common Area and Common Item Maintenance Fee assessment, the Lot Owner shall continue to pay at the then existing rate established for the previous payment.

(k) All Common Areas designated on the plats of the Subdivisions hereinbefore or hereafter recorded are exempt from inclusion for allocation of Annual Common Area and Common Item Maintenance Fees and all other assessments.

(l) If any Lot owner fails or refuses to make any payment of any Annual Common Area and Common Item Maintenance Fee or any portion thereof, or any assessment when due, the amount thereof, together with interest at the rate of nine percent (9%) per annum, plus a late charge equal to twenty-five percent (25%) of the amount due, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement, shall constitute a lien on the interest of such Lot Owner on the Lot owned and upon any additional Lot or Lots owned by said Lot Owner in the Subdivisions, prior to all other liens and encumbrances recorded or unrecorded, except only mortgages, deed of trust, general real estate taxes and special assessments levied by any municipal authority, and special taxes thereafter levied by any political subdivision or municipal corporation of this state and other federal or state taxes which by law are a lien on the interest of such Lot Owner prior to any pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Lot Owner recorded prior to the date the notice of lien is recorded, including prior recorded mortgages and deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any

encumbrancer whose lien is junior to the common expenses provided herein, may from time to time require a written statement from the Board of Managers setting forth the unpaid common expenses with respect to the Lot covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which became due prior to the date of making such request shall be subordinate to the lien of such encumbrance. Any encumbrancer or holder of a lien on a Lot may pay any unpaid common expenses payable with respect to such Lot and upon such payment such encumbrancer shall receive an assignment of the Association lien on such Lot for the amounts paid at the same rank of the lien of his, her or its encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Managers for good cause shown, and to the extent any portion of the late charge shall be abated as a lien against the Lot involved, the abated portion shall be the personal liability of the Lot Owner and the Lot Owner by accepting a conveyance of the Lot involved agrees to be personally liable for said amount. The Board of Managers shall give notice of any Lot Owner's default to the holder of any first mortgage on the Lot Owner's Lot if such default is not cured within thirty (30) days.

(m) All Lots owned by the Developers or any Successor Developer/Builder before title to any Lot has been transferred to the first purchaser thereof at retail (as distinguished from a bulk sale or at wholesale to others for development or resale), shall not be subject to annual Common Area and Common Item Maintenance Fees or special assessments.

(n) To the extent that any additional property adjoining the Subdivisions is hereinafter brought within the jurisdiction of the Association, the Annual Common Area and Common Item Maintenance Fees and special assessments shall be the subject of an amendment to these By-Laws to require that such additional Lots share in the Common Maintenance provided for in these By-Laws.

(o) The liability for an assessment may not be avoided by a waiver of use or enjoyment of any Common Areas or Common Item, services or recreation facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon the assertion of any liquidated or unliquidated claim against the Board of Managers, the Association, or another Lot Owner.

(p) Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees or the holders of first deeds of trust, and nothing herein shall be construed to require any mortgagee or trustee of a deed in trust to collect or pay any Annual Common Area and Common Item Maintenance Fees or assessments provided for herein.

(q) Nothing contained herein shall prohibit the Association from taking a deed in lieu of foreclosure to any Lot and the improvements existing at the time of the deed in lien of foreclosure.

(r) Any judgment obtained pursuant to the provisions of these By-Laws is enforceable against the Lot upon which the judgment is a lien and costs, reasonable attorney's fees, paralegal expenses, and similar charges shall be includeable in the bid of Association at the judgment foreclosure sale. In any event, satisfaction of the

judgment by payment shall require the payment of costs, reasonable attorney's fees, paralegal expenses, and all other specific outlays by the Association to enforce collection of the Annual Common Area and Common Item Maintenance Fees and/or other assessments as provided herein.

(s) Notwithstanding that any Lot owner directs payments made to be applied against specific assessments, the Board of Managers may apply any payment made to the oldest balance due for any charge due from a Lot Owner pursuant to the provisions of these By-Laws.

ARTICLE VII

Meetings of Members

Section 7.01 There shall be an Annual Meeting of the Braeswood Homeowners' Association to be held on the 1st Saturday of December of each year or at such other date and time as is specified by the Managers, said meeting to be held at a convenient place in the County of St. Clair, and there may be Special Meetings of the Braeswood Homeowners' Association as may be called by any one of the Managers, also to be held at a convenient place in the County of St. Clair. No less than ten (10) days notice in writing to each Member of the time and place of any Annual Meeting or Special Meeting shall be given by the Managers or by the Manager calling said Meeting, by depositing same in the United States Mail, properly addressed to the last known post office address of each Member, with postage prepaid, or by delivering said notice to the Member personally. At any Annual or Special Meeting each Lot shall be entitled to one (1) vote

and any action or proposal to be approved shall require approval by a majority of the votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Managers and shall be filed with the Managers at least forty-eight (48) hours before any Meeting at which such proxy will vote. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any Annual or Special Meeting provided for herein. On a vote for the election of a Manager, the Member or Members receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of these By-Laws imposed, succeed to, be vested with, and possess and enjoy as a joint tenant and not as a tenant in common, with the remaining Managers, all of the estate, rights, interests, privileges and powers granted by these By-Laws to the Managers. In the event that any Manager elected hereunder shall die or become unable for any reason to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her, or them as Managers under these By-Laws, then and there upon, it shall be the duty of the remaining Managers to select a successor.

Section 7.02 A quorum at any meeting of the Members shall consist of the Owners or representatives of the Owners constituting not less than ten percent (10%) of the Lots that have been transferred to the first purchaser thereof at retail by the Developers. Members may be represented in person or by proxy. A majority of the quorum shall decide any question that comes before the meeting.

Section 7.03 The election of the Board of Managers shall be held at the Annual Meeting of Members. The election shall be by ballot. Upon the election of the Board of Managers and on all other questions that may come before the Members at any Annual or Special Meeting or Meetings, the Members shall be entitled to vote as provided in Article V of these By-Laws.

Section 7.04 The order of business at the Annual Meeting, and so far as possible at all other meetings of the Association Members, shall be as follows:

1. Calling of roll;
2. Proof of notice of meeting;
3. Reading and disposal of any unapproved minutes;
4. Annual reports of officers and committees;
5. Election of the Board of Managers;
6. Unfinished business;
7. New business;
8. Adjournment.

Section 7.05 For the period from the date these By-Laws are adopted until such time as Developers have sold and conveyed ninety-five percent (95%) of the Unsold Lots, at the option of the then existing Managers, no Annual Meeting of the Association shall be held. During such period, the Managers may appoint an advisory board consisting of Members. The number of members of such an advisory board shall be the number deemed appropriate by the Managers from time to time. The members of such advisory board shall serve at the will of the Managers. The advisory board shall be formed for the purpose of reporting to and/or advising the Managers concerning the status and operation of the Common Areas and Common Items. Such advisory board

may hold informal Meetings of Members if so desired by the advisory board, but such Meetings are not required.

Section 7.06 Notwithstanding anything contained in these By-Laws to the contrary, any action required or permitted to be taken herein by approval of the Members may be taken without the Meeting of the Members, if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power, and delivered to the Board of Managers. Such written consent shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and affect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent.

ARTICLE VIII

Election of Board of Managers

Section 8.01 The Board of Managers of the Association shall consist of three (3) Members. The original Managers are Donald E. Weihl ("Manager 1"), Ronald L. Noble ("Manager 2"), and William M. Vollmer ("Manager 3"). During the service of Manager 1, Manager 2, or Manager 3, or their appointed successors ("Original Managers"), one or more shall be subject to removal, with or without cause, and the Developers shall have the exclusive right to designate the successor to such removed Manager for his or her unexpired period of service as provided for hereunder. Should any of the Original

Managers die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge their duties, or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon them as Managers under this indenture, then Developers shall have the exclusive right to designate the successor thereto for his or her unexpired term of service as provided for hereunder. In the event that the provisions of these By-Laws cannot be fulfilled due to an unfilled vacancy or vacancies among the Board of Managers, any Lot Owner may petition the existing Board of Managers that the Manager or Managers then in office appoint or cause to be appointed a Manager to fill the vacancy or Managers to fill the vacancies until the next election to take place at an Annual Meeting. Managers who are Members shall serve without compensation. Any interim Manager who is not a Member shall receive a reasonable fee for services rendered and the fee shall be determined by the Managers who are not interim Managers. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitation on special assessments, if any, contained in these By-Laws.

Section 8.02 Until such time as Developers have sold and conveyed all of the Unsold Lots (regardless of whether such Lots are constructed upon and/or sold in phases), which may be subject to these By-Laws to persons or entities other than a Successor Developer/Builder, the following procedure for designating Successor Managers shall be followed:

(i) After Developers have sold and conveyed fifty percent (50%) of the Lots which are subject to these By-Laws to persons other than a Successor

Developer/Builder, Manager 1, or his appointed Successor Manager, shall resign and his and her successor shall be elected by the Members other than Developers at a Special Meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Manager shall serve as Manager until all Managers are elected by Members other than Developers under the provisions of Article VIII, Section 8.03 following.

(ii) After Developers have sold and conveyed ninety-five percent (95%) of the Lots which are subject to these By-Laws to persons other than a Successor Developer/Builder, Manager 2, or his appointed Successor Manager, shall resign and his or her successor shall be elected by the Members other than Developers at a Special Meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Manager shall serve as Manager until all Managers are elected by Members other than Developers under the provisions of Article VIII, Section 8.03 following.

(iii) After Developers have sold and conveyed one hundred percent (100%) of the Lots which may be subjected to these By-Laws to persons other than a Successor Developer/Builder, Manager 3, or his Successor Manager, shall resign and his or her successor shall be elected by the Members of the Association at a Special Meeting of Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Manager shall serve as Manager until all Managers are elected by Members of the Association under the provisions of Article VIII, Section 8.03 following.

Section 8.03 After the Developers have sold and conveyed all of the Lots which may be subjected to these By-Laws in all three Subdivisions other than to a Successor Developer/Builder, the following procedure for the election of the Board of Managers shall be followed:

(i) All of the then acting Managers shall resign; and

(ii) At a Special Meeting of the Members, three (3) Managers shall be elected, one for a term of three (3) years, one for a term of two (2) years, and the third for a term of one (1) year; and

(iii) After the expiration of the term of office of the acting Managers as elected prior to the sale of one hundred percent (100%) of the Lots, each successor Manager must be a Member, and shall be elected by Members, and each successor Manager shall serve for a term of three (3) years so that the term shall be continuously staggered, one (1) Manager being elected at each Annual Meeting of the Members.

Section 8.04 Following each Annual Meeting of the Association as provided for herein, the Managers shall designate one (1) of its Members to serve as President, one (1) member to serve as Vice-President, and one (1) Member to serve as Secretary-Treasurer, until the time of the following Annual Meeting.

Section 8.05 A quorum is present at a Meeting of the Managers if a majority of the Managers are in attendance. All actions of the Managers shall be by a majority vote. The Managers may take action by majority vote on written ballots or by unanimous consents in lieu of a Meeting.

ARTICLE IX

Managers Duties and Powers

The Managers shall have the following rights, powers, privileges, duties and obligations:

Section 9.01 To take control of and manage the Common Areas and Common Items in accordance with the provisions provided for herein, to exercise control over the Common Areas, Common Items, to continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education, and for the general use of the Members of the Association, to grant such easements and rights-of way over the Common Areas to such utility companies or public agencies or others as they deem necessary or appropriate in accordance with the provisions of these By-Laws, to make rules and regulations, not inconsistent with the law and these By-Laws, for the use and operation thereof, and in any and all respect govern the operation, functioning and usage of the Common Areas and Common Items.

Section 9.02 To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with such reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and the improvements thereon pursuant to these By-Laws.

Section 9.03 To exercise such control over the easements, streets, drives, walking trails, walkways, rights-of-way, berms, lakes, parks, dams, berm sprinkler systems, parking areas, entrance monuments, entrance monument lighting, detention areas, concrete swales in and/or for detention areas, and all related items or items subsequently brought to the Managers by amendment to these By-Laws, insure the proper use of all items, to provide the orderly installation, repair, construction, and supervision of said Common Items.

Section 9.04 To plant, care for, maintain, spray, trim, protect and replace trees, plantings, shrubbery, and vegetation within any Common Areas, to decorate the entrance monuments and entrance ways to the Subdivisions by appropriate landscaping or with such improvements, and in such manner as the Managers shall deem appropriate.

Section 9.05 In their sole discretion, to dedicate drives, walkways, rights-of-ways, or any portion or portions thereof, when such dedications in their sole discretion are appropriate and would be accepted by any public agency.

Section 9.06 At their sole discretion to designate specific parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees, and when required by law, handicapped persons.

Section 9.07 To prepare, promulgate, amend from time to time, and otherwise maintain lake rules applicable to all lakes at anytime located within the Subdivisions.

Section 9.08 To prepare, promulgate, amend from time to time, and otherwise maintain park rules applicable to all parks at anytime located within the Subdivisions.

Section 9.09 To clear rubbish and debris and remove grass and weeds from and trim, cutback, remove and replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien upon such parcel of neglected property. The Managers, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

Section 9.10 At the sole discretion of the Managers, to provide trash containers, to provide for the collection of trash, rubbish, and garbage and otherwise provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither the Developers nor the Association, nor their respective officers, Managers, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for any portion of the Common Areas or Common Items, and for any Owners, or Owners' principals, shareholders, partners, agents, family members, invitees, guests, or representatives. Furthermore, each and every Owner, its principal(s) shareholder(s), partners, agents, family members, invitees, guests, and representatives, hereby release and hold harmless the Developers (including any Successor Developer/Builder), and the Association, its Managers, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands or liabilities, for any damage to real or personal property or injury or death resulting in anyway, due to the existence or

level of security provided with respect to the properties. It is hereunder understood by all Association Members that the Managers have no responsibility to provide, in anyway, for security in any manner.

Section 9.11 In exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of these By-Law, from time to time to enter into contracts, employ agents and other employees as the Managers deem necessary or advisable, to employ counsel to advise the Managers, or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits against the Association, the Managers individually or collectively, and any of their agents, contractors, and/or employees. The Managers' right to employ counsel shall be deemed sufficiently general to authorize representation of them individually or collectively in their capacity as Managers, or otherwise.

Section 9.12 To receive, hold, convey dispose of and administer in trust for any purpose mentioned in these By-Laws, any gift, grant, conveyance or donation of money or real or personal property.

Section 9.13 With regard to all property, personal or mixed, owned or held by them as Managers, the full and unqualified right, power and authority to:

(a) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of a Manager's powers and duties hereunder, including the construction of improvements.

(b) To purchase and maintain in force liability insurance, protecting the Association, its Board of Managers, officers, agents and Lot Owners from any and all

claims for personal injury and property damage arising from the use of the Common Areas and Common Items as well as all facilities and improvements located in the Subdivisions, and to purchase and maintain in force fire and casualty insurance and any other insurance deemed necessary or appropriate to protect against damage to the Common Areas, Common Items, and improvements located thereon.

(c) Borrow money, including making a permanent, temporary, or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in the Common Areas and/or Common Items to secure such obligations such that the secured party could charge admission for the use of such collateral in a manner that would enable the secured party to obtain repayment of the loan.

Section 9.14 To sell, convey, trade, exchange, handle, manage, control, operate, hold, and deal in and with, in all respects, any asset coming into the possession of the Board of Managers, limited only as provided in these By-Laws or as provided by law.

Section 9.15 In the event it becomes necessary for any public agency to acquire all or any part of the Common Areas for any public purpose, the Managers are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any public agency. Should eminent domain proceedings be filed by any agency to acquire any portion of the Common Areas or Common Items, only the Managers need to be made parties.

Section 9.16 The Managers shall deposit all funds coming into their hands, as Managers, in the Management Account of Noble-Vollmer Realty.

Section 9.17 All rights, powers, duties, privileges and acts of every nature and description conferred upon the Managers by the terms of these By-Laws may be executed and exercised by a majority of the Managers, unless otherwise provided herein. The Managers shall not be personally liable for their acts in performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Managers harmless from all such acts to the extent permitted by law.

Section 9.18 Notwithstanding any other condition herein, the Managers shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Clair County, and the City of O'Fallon, as applicable, and any other governmental entity of which the Subdivisions may become a part. Specifically, and not by way of limitation, the Managers shall make provision for the maintenance and operation of the park lights, and easements not otherwise accepted by a public agency or utility.

Section 9.19 At the sole discretion of the Managers, the Managers may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Areas and Common Items, including, without limitation, hiring of a Real Estate Manager to operate and maintain all or any part of the Common Areas and Common Items, for the benefit of the Owners and residents of the Subdivision. After Developers have sold and conveyed one hundred percent (100%) of the Lots which may be subjected to these By-Laws to persons other than a Successor Developer/Builder, the selection and hiring of a Real Estate Manager shall be a subject of New Business as provided for in Section 7.04 of Article VII of these By-Laws.

ARTICLE X

Miscellaneous

Section 10.01 Nothing contained in these By-Laws shall restrict, limit, inhibit or prevent the Developers, and any Successor Developer/Builder from developing the entirety of the Subdivisions and causing Single Family Dwellings to be built and sold whether by Developers or others.

Section 10.02 The Developers shall have the right in connection with the sale of any portion of the real estate in the Subdivisions to transfer to the purchaser all or any portion of the rights reserved to Developers herein or existing on the part of Developers pursuant to the restrictions heretofore or hereafter recorded for the Subdivisions and/or applicable law. Any Successor Developer/Builder acquiring rights from Developers to the real estate contained in the Subdivisions shall be responsible in the same manner as Developers.

Section 10.03 The Developers and/or the Managers, and/or any Lot Owner, or any of them, shall have the right to enforce, by any proceeding at law or in equity, all of the provisions of these By-Laws, the restrictions heretofore or hereafter recorded and all provisions thereof, and to restrain or enjoin any violation or threatened violation and to recover damage for violations having occurred. Failure to at any time enforce these By-Laws or the restrictions heretofore or hereafter recorded applicable to the Subdivisions shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Managers against an Owner, or if the Managers retain legal counsel without filing a legal action in order to enforce any covenant or restriction contained or adopted

herein, or in any restrictions hereafter recorded and applicable to the Subdivisions or provided for by rules or regulations promulgated by the Managers, and any action taken to recover damages on account of a breach of any such provision, restriction, rule, or regulation, the Owner shall be personally liable for and pay the Managers reasonable attorney's fees and costs incurred with or without legal action. If the attorney's fees and costs are not paid by the Owner within thirty (30) days after the Managers have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs thereafter shall bear interest at the rate of nine percent (9%) per annum and the Managers may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the office of the Recorder of Deeds of St. Clair County, Illinois, thereupon the debt shall become a continuing lien on the Lot and improvements thereon and any other Lot or Lots owned by said Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed as otherwise provided in these By-Laws.

Section 10.4 Invalidation of any provision or portion of any provision of these By-Laws by judgment, decree, or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and affect.

ARTICLE XI

Amendments

Section 11.01 Developers reserve the right to amend these By-Laws, in whole or in part for such period of time as Developers retain title to any Lot in the Subdivisions, notwithstanding that an independent Board of Managers has been elected from Members.

Section 11.02 Subsequent to disposition by Developers of their last Lot in the Subdivisions, these By-Laws may be amended by a written amendment adopted with the written consent of two-thirds (2/3rds) of all Members. At no time shall these By-Laws by any amendment or modification relieve or modify the obligations of the Members or the Association to have the Common Areas and Common Items controlled, managed, and operated by Managers, unless alternate management provisions are provided in a manner approved by the Director of Planning of the City of O'Fallon or his successor in interest.

IN WITNESS WHEREOF, the undersigned have caused these By-Laws to be duly adopted this 10th day of July, 2003.

SCOTT/TROY DEVELOPERS, LLC

By William M. Vollmer
Managing Partner

DEVELOPERS

ADOPTED BY THE MANAGERS OF THE
BRAESWOOD HOMEOWNERS' ASSOCIATION
AN UNINCORPORATED VOLUNTARY
ASSOCIATION

Donald E. Wehl
Donald E. Wehl - Manager 1

Ronald L. Noble
Ronald L. Noble - Manager 2

William M. Vollmer
William M. Vollmer - Manager 3

BEING ALL OF THE MANAGERS

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that William M. Vollmer personally known to be the Managing Partner of Scott/Troy Developers, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Managing Partner, he signed, sealed and delivered the said instrument of writing as the free and voluntary act of William M. Vollmer as Managing Partner of Scott/Troy Developers, LLC, and not his act individually.

Given under my hand and Notarial Seal this 10th day of July, A.D., 2003.

Susan Brennan
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLAIR)



I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Donald E. Weihl, Ronald L. Noble, and William M. Vollmer, personally known to be the Managers of the Braeswood Homeowners' Association, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Managers of the Braeswood Homeowners' Association, they signed, sealed and delivered the said instrument of writing as their free and voluntary as Managers of the Braeswood Homeowners' Association.

Given under my hand and Notarial Seal this 10th day of July, A.D., 2003.

Susan Brennan
Notary Public

