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**DOCUMENT COVER SHEET**

**TITLE OF DOCUMENT:** MASTER DECLARATION OF RESIDENTIAL COVENANTS AND CONDITIONS AND RESTRICTIONS FOR THE RESERVE AT CHESTERFIELD VILLAGE

**DATE OF DOCUMENT:** *Sept. 12*, 2007

**GRANTOR(S):** Gunhay, LLC  
C/O Hayden Homes, Inc.

**MAILING ADDRESS:** #7 The Pines Court, Suite A  
St. Louis, Missouri 63141

**GRANTEE(S):** None

**MAILING ADDRESS:**

**LEGAL DESCRIPTION:** See attached Exhibit A.

**REFERENCE BOOK AND PAGE:** None.

**MASTER DECLARATION OF RESIDENTIAL COVENANTS AND CONDITIONS  
AND RESTRICTIONS FOR THE RESERVE AT CHESTERFIELD VILLAGE**

THIS MASTER DECLARATION OF COVENANTS AND CONDITIONS AND RESTRICTIONS, made this *12<sup>th</sup>* day of *Sept*, 2007, by Gunhay, LLC., a Missouri limited liability company, its successors and/or assigns ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real property in St. Louis County, Missouri, legally described on the attached Exhibit A, and desires to create thereon a planned community to be known as "THE RESERVE AT CHESTERFIELD VILLAGE" with open spaces, trails, streets, roads, walkways and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to insure the attractiveness of the development and to preserve, protect and enhance the values and amenities of said property by the adoption of a sound urban environmental plan and set of covenants and conditions and restrictions to govern said property, and to provide for the maintenance of the Common Ground(s); and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which the Common Ground(s) shall be conveyed, and which shall have the powers of maintaining and administering the Common Ground(s) and administering and enforcing the covenants and conditions and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Missouri, as a not-for-profit corporation, THE RESERVE AT CHESTERFIELD VILLAGE HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid; and

WHEREAS, there will be designated, established and recited on recorded plats or by other appropriate recorded instruments of the Subdivision, easements which are for the exclusive use and benefit of the Owners of the Living Units shown and to be shown on the Subdivision Plats, and some of these easements may now or may hereafter be dedicated to public bodies and agencies; and

WHEREAS, it is the purpose of this Declaration to provide a plan for maintaining the portions of the Lots, buildings and Common Ground(s); and to provide certain architectural and design controls of structures; and certain use restrictions, all for the benefit of the Owners, their successors, and the subsequent Owners, being principally the purchasers of Living Units in the Subdivision, so that the Subdivision will have desirable features; and

WHEREAS, the Declarant now creates and establishes the following Master Declaration of Covenants and Conditions and Restrictions for THE RESERVE AT CHESTERFIELD VILLAGE, which is to be binding on the land of the Subdivision as it may exist at the time of the recording of this Declaration and as the Subdivision may be later augmented by future recorded plats; and

WHEREAS, Declarant hereby declares that all of the Living Units described as THE RESERVE AT CHESTERFIELD VILLAGE shall be held, sold and conveyed subject to the covenants, conditions, and restrictions stated below, all of which are for the purpose of enhancing and protecting value, desirability and attractiveness of the Property. These covenants, conditions, and restrictions shall run with the Property, and shall be binding on all parties, their heirs, successors, and assigns, regardless of what title or interest they may have in the Property or any part of the Property, and shall inure to the benefit of each Owner.

NOW, THEREFORE, the Declarant declares that the property described as THE RESERVE AT CHESTERFIELD VILLAGE and such additions thereto as may hereafter be made pursuant to these covenants and conditions and restrictions is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

## ARTICLE I

### DEFINITION OF TERMS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.
2. "Association" shall mean and refer to THE RESERVE AT CHESTERFIELD VILLAGE HOMEOWNERS ASSOCIATION, a Missouri not-for-profit corporation, and its successors and assigns.
3. "THE RESERVE AT CHESTERFIELD VILLAGE" shall mean and refer to the Subdivision.
4. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
5. "Bylaws" shall mean and refer to the bylaws of the Association.
6. "City" shall mean the City of Chesterfield, Missouri.
7. "Common Ground(s)" shall mean and refer to those areas outside of the Lots, including, without limitation, land, trails, streets and roads (not owned and

maintained by the City or other public entity), parking areas, sidewalks (not owned and maintained by the City or other public entity), detention basins and ponds (if any), lakes (if any), stormwater drainage areas or facilities (not owned and maintained by the City or other public entity), sanitary sewer areas or facilities (not owned and maintained by the City or other public entity), perimeter fencing (if any), entrance monuments, landscaped or green space areas, natural preservation areas (if any), and all related facilities, owned by the Association and intended to be devoted to the common use and enjoyment of the Members of the Association, as more particularly shown on the Subdivision Plats, as may be amended or supplemented from time to time by the Declarant. Notwithstanding anything to the contrary herein, such Common Grounds may not include, in Declarant's discretion, certain or all common elements established in conjunction with creation of a condominium on a portion of the Property, as further described in this Declaration.

8. "Condominium Unit" shall mean any individual residential living unit formed pursuant to the establishment of a condominium project on any portion of the Property as set forth in the Missouri Uniform Condominium Act.
9. "Covenants and Restrictions" shall mean and refer to the covenants, conditions and restrictions contained in this Declaration.
10. "Declarant" means Gunhay, LLC, a Missouri limited liability company, and its successors and assigns.
11. "Declaration" shall mean and refer to this Master Declaration of Residential Covenants and Conditions and Restrictions for THE RESERVE AT CHESTERFIELD VILLAGE.
12. "Directors" shall mean the from time to time duly elected or appointed members of the Board of Directors of the Association.
13. "Living Unit" shall mean and refer to any building or portion of a building on the Property designed and intended for independent, one-family residential use, including without limitation a Condominium Unit.
14. "Lot" shall mean and refer to any plot of land shown on any final recorded subdivision plat of the Property created for improvement with a residential Living Unit or Condominium Units, and not including Common Ground(s) as herein defined.
15. "Member" or "Members" shall mean and refer to all Owners, who shall be members of the Association pursuant to the terms of this Declaration.
16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Living Unit or Condominium Unit

situated upon the Property but shall not mean or refer to the holder of a security interest in any Lot or Living Unit unless and until such security interest holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

17. "Property" shall mean and refer to the real property described on Exhibits A-1, A-2 and A-3 attached hereto and incorporated herein by reference, and such additions to the real property of the Subdivision as may later be annexed thereto.
18. "Rules and Regulations" are those rules and regulations established pursuant to Article III Section 3.2.
19. "Single Family Attached Home" shall mean all Living Units designed to be attached at a common Lot line (as shown on a Subdivision Plat) to another Living Unit, but excluding all Condominium Units.
20. "Single Family Detached Home" shall mean a Living Unit within a building designed for only one Living Unit as shown on a Subdivision Plat, but excluding all Condominium Units.
21. "Subdivision" shall mean and refer to the subdivision known as THE RESERVE AT CHESTERFIELD VILLAGE as shown on the Subdivision Plats of the Property.
22. "Subdivision Plats" shall mean and refer to all subdivision plats of portions of THE RESERVE AT CHESTERFIELD VILLAGE recorded in the office of the St. Louis County Recorder of Deeds, as such may be recorded in the future from time to time.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: EXISTING AND ADDITIONS

Section 2.1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Chesterfield, St. Louis County, Missouri, and is more particularly described on Exhibits A-1, A-2 and A-3 attached hereto and incorporated herein by reference.

Section 2.2. Additions to Existing Property. The Declarant, in its sole discretion, may from time-to-time add to the land subject to these covenants and conditions and restrictions such land as is now owned or hereafter owned or approved for addition by the Declarant. Declarant, however, shall be under no obligation to add to the Property if it determines in its sole judgment that said addition is not in the best interests of the Property.

Section 2.2.1. The additions authorized under Section 2.2 shall be made by executing and filing of record in St. Louis County, Missouri, an instrument or plat executed by

Declarant which shall extend this Declaration to such additional properties. Said instrument may contain such complementary additions and modifications of the covenants and conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties that are not inconsistent with the scheme of this Declaration, and may limit the availability of the Common Ground(s), or portions thereof, including the prohibition of use thereof, to such added properties, subject to the limitation of applicable zoning and subdivision ordinances.

Section 2.3. Condominium Supplemental Declaration. The Declarant, in its sole discretion, may from time to time encumber a portion or portions of the Property with a supplemental declaration for the establishment of a condominium project for individual Condominium Units pursuant to the Missouri Uniform Condominium Act. Such supplemental declaration may include the establishment of a condominium unit owners association, which may operate to administer specific common elements of the condominium project and to assess individual unit owners for the costs thereof. Such supplemental declaration shall be in addition to the covenants, conditions, restrictions and assessments established by this Declaration.

### **ARTICLE III**

#### **PERSONS SUBJECT TO DECLARATION AND TO RULES AND REGULATIONS**

Section 3.1. Declaration. All Living Unit Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, guests and occupants of Lots or Living Units shall comply with this Declaration. The acceptance of a deed, the exercise of any indicia of ownership, the entering into a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Lot or Living Unit constitutes agreement that the provisions of this Declaration are accepted and ratified by such Owner, tenant, mortgagee, trustee, trust beneficiary, deed of trust beneficiary, guest or occupant. All the provisions of this Declaration are covenants running with the land and shall bind any person having at any time an interest or estate in each such Lot or Living Unit.

Section 3.2. Adoption of Rules and Regulations. The Association, through its Board of Directors, may from time to time adopt Rules and Regulations regarding the use and occupancy of the Living Units and the activities of occupants of the Living Units. All Owners, tenants, mortgagees, trustees, trust beneficiaries, deed of trust beneficiaries, guests and occupants shall comply with the Rules and Regulations as promulgated by the Association, whether or not said Rules and Regulations have been recorded in the records of St. Louis County, Missouri, Recorder of Deeds.

### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 4.1. Membership. The Declarant and every person or entity who is a record Owner of a fee simple interest or undivided fee simple interest in any Living Unit which is subject to this Declaration shall automatically be a Member of the Association. The rights of a

Member shall be exercisable appurtenant to and in conjunction with a Member's ownership of a Living Unit. For each Living Unit owned, either vacant or improved, the Owner thereof shall be entitled to one membership. Membership shall confer certain rights and privileges as described herein, provided that any person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member. Each purchaser of any Living Unit shall be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. Ownership of such Living Unit shall be the sole qualification for membership. For the purpose of his Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Living Units.

Section 4.2. Transfer. The membership held by any Owner of a Living Unit shall not be transferred or pledged in any way, except upon the sale of such Living Unit, and then only to the purchaser of such Living Unit. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. Any conveyance or change of ownership of any Living Unit shall convey with it membership in the Association, and no membership in the Association shall be conveyed by a Living Unit Owner except in conjunction with the sale of a Living Unit. The sale of any Living Unit shall carry with it all the incidents of membership in the Association although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated.

Section 4.3. Voting Rights. The Association shall have one class of voting membership. Each Member of the Association shall be entitled to one (1) vote for each Living Unit owned. When more than one person holds a fee or undivided fee interest in any Living Unit, the vote for such Living Unit shall be exercised as they among them shall determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

## ARTICLE V

### DECLARANT RIGHTS

Section 5.1. Reservations by Declarant. Notwithstanding any provision of this Declaration to the contrary, the Declarant reserves the following rights, powers and exceptions regarding each and every Living Unit subject to the terms and provisions of this Declaration, and all rights, powers and exceptions of Declarant contained in this Declaration may be assigned by Declarant by making such assignment in a written document containing the legal description of the Subdivision and recorded with the St. Louis County, Missouri Recorder of Deeds:

Section 5.1.1. Additional Property. Declarant reserves the right to add additional real property which may become subject to this Declaration by reference in a recorded plat, which shall require only the execution and recording by Declarant, and which shall specifically subject the parcel or parcels to this Declaration; provided that the additional property shall be contiguous to the property which is already subject to this Declaration.

Section 5.1.2. Signs. Nothing herein shall be construed to prohibit the Declarant from establishing or erecting such promotional and/or informational signs as it shall determine



necessary, in its sole discretion, on any Lot, or Lots, of the Property. Any such sign may be of a type, size and character as Declarant solely shall determine suitable to serve said purposes.

Section 5.1.3. Temporary Structures. Nothing herein shall be construed to prohibit the establishment or maintenance by Declarant of a temporary trailer or outbuilding for the purpose of a sales office, construction headquarters or other purpose it deems necessary, on any part or parts of the Property for so long, and until, the last Living Unit has been conveyed to a third party purchaser. Further, nothing herein shall be construed to prohibit the establishment, construction, erection or maintenance by Declarant of a temporary parking lot or fencing on any part or parts of the Property for so long, and until, the last Living Unit has been closed upon by a third party purchaser.

Section 5.1.4. Liability for Assessments. So long as any Living Unit shall be owned by the Declarant, such Living Unit shall not be subject to the provisions of Article XI, and the Declarant shall not be subject to the requirements thereof and shall in no manner whatsoever be held responsible for the payment of any annual, special or specific assessment hereunder. Notwithstanding the foregoing, Declarant may but shall not be obligated to, in its sole and absolute discretion, loan or make contribution(s) to the Association to fund an Association budget deficit.

Section 5.1.5. Amendment. Declarant reserves the right to amend this Declaration by modification, addition or deletion of any provision hereof for a period of ten (10) years from the date of recording or until sixty (60) days after Declarant has closed upon and conveyed all Living Units in the Property to third party purchasers, whichever shall first occur.

Section 5.1.6. Refunds. Declarant expressly reserves all right, title and interest in and to any utility or development deposits or escrows arising from or out of the development of the Property, the Lots and/or any improvements thereon.

Section 5.2. Declarant may enter into a binding contractual arrangement with an electric company to provide street lights to the Subdivision, and the Association shall take by assignment the Declarant's contractual obligations.

## **ARTICLE VI**

### **CREATION OF THE ASSOCIATION**

Section 6.1. Declarant has formed or will form a not-for-profit corporation under the laws of the State of Missouri known as "THE RESERVE AT CHESTERFIELD VILLAGE HOMEOWNERS ASSOCIATION," which corporation shall exercise all the rights, duties, powers and privileges granted the Association under the terms of:

- 1) this Declaration;
- 2) its Articles of Incorporation;

- 3) its Bylaws; and
- 4) the laws of the State of Missouri pertaining to not-for-profit corporations.

The Association is vested with the right in its own behalf and on behalf of each Living Unit Owner to enforce all the restrictions, conditions, easements, liens and covenants contained in this Declaration.

Section 6.2. Every right, duty, power and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested in the Board, unless otherwise specified.

## ARTICLE VII

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1. Common Ground(s). The Association, through the Board of Directors, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Ground(s), the easement areas not otherwise maintained by the City or other public entity, and all improvements to them (including furnishings and equipment related to them, if any), and shall keep them in good, clean, attractive and sanitary condition, order and repair. Such obligations and maintenance shall include, without limitation, mowing, landscaping, sprinkler systems (if any), street lights, street signs, concrete and asphalt areas, and striping of parking areas as well as ingress/egress areas not otherwise maintained and owned by the City or other public entity.

Section 7.2. Lots and Exterior of Living Units. The Association, through the Board of Directors, subject to the rights, duties and obligations of the Owners set forth in this Declaration, shall be responsible for certain repairs and maintenance of the Lots and exterior of the Living Units, but only to the extent specifically set forth in this Declaration.

Section 7.3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it by this Declaration or reasonably necessary to effectuate any such right or privilege.

## ARTICLE VIII

### BOARD OF DIRECTORS POWERS AND DUTIES

Section 8.1. Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, unless a vote of the Members is required by this Declaration or the Articles of Incorporation or by the Bylaws of the Association. The Board of Directors shall have the powers necessary for, and the duties which flow from, the administration of the affairs of the Association and of the Subdivision which shall include, but not be limited to, the following:

Section 8.1.1. Adopt and amend Bylaws and Rules and Regulations;

Section 8.1.2. Adopt and amend budgets for revenues, expenditures and reserves;

Section 8.1.3. Collect assessments from Owners;

Section 8.1.4. Hire and discharge managing agents;

Section 8.1.5. Hire and discharge employees and agents and independent contractors;

Section 8.1.6. Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Owners on matters affecting the Subdivision;

Section 8.1.7. Make contracts and incur liabilities;

Section 8.1.8. Regulate the use, maintenance, repair, replacement and modification of the Subdivision easements and Common Ground(s);

Section 8.1.9. Cause additional improvements to be made as a part of the Subdivision;

Section 8.1.10. Acquire, hold or encumber, in the Association's name, any right, title or interest to real property or personal property and convey, dedicate or transfer all or any part of the Common Ground(s) to any public agency or authority for such purposes and subject to such conditions as the Board may determine;

Section 8.1.11. Grant easements for any period of time including permanent easements;

Section 8.1.12. Impose charges or interest or both for late payment of assessments and, after notice and hearing, levy reasonable fines for violations of this Declaration and the Rules and Regulations of the Association;

Section 8.1.13. Impose reasonable charges for statements of unpaid assessments and/or statements of account;

Section 8.1.14. Provide for the indemnification of the Association's Officers and Directors and maintain Directors' and Officers' insurance;

Section 8.1.15. Assign the Association's right to future income, including the right to receive assessments;

Section 8.1.16. Exercise any other powers conferred by this Declaration;

Section 8.1.17. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

Section 8.1.18. Exercise any other powers necessary and proper for the governance and operation of the Association; and

Section 8.1.19. Establish such reserves as the Board may deem necessary or appropriate, including but not limited to capital improvement and/or replacement reserves related to the replacement of Living Unit roofs and/or gutters, tuck-pointing of Living Units, fencing around the Property, the trail system, entry monuments and signage, and maintenance, repair and/or replacement of street lights, street signs, private streets, if any.

Section 8.2. Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the property of the Association, the Association is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Board of Directors of the Association need be made parties, and in any event the proceeds received shall be applied by the Association to the subsequent year's expenses of the Association.

Section 8.3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including legal fees incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify, defend and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and Directors' and Officers' liability insurance to fund this obligation, if such insurance is available.

Section 8.4. Lot Owner's Right to Override. Following the period during which all Directors of the Association are Original Directors (as such term is hereinafter defined), any Living Unit Owner who is aggrieved by or disagrees with any decision of the Board may override that particular decision of the Board upon obtaining the written approval and consent of seventy-five percent (75%) of the Living Unit Owners.

**ARTICLE IX**

**SELECTION OF BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 9.1. General Powers.** The business and affairs of the Association shall be managed by its Board of Directors.

**Section 9.2. Number, Election and Term.** The number of Directors of the Association shall be five (5), each of whom shall initially be appointed by the Declarant and known as the Original Directors. One Original Director shall be appointed for a three (3) year term, two Original Directors shall be appointed for a four (4) year term, and two Original Directors shall be appointed for a five (5) year term. Upon the expiration of each Original Director's term, a successor Director shall be appointed by the Declarant or elected by the Members, as the case may be, for a three (3) year term. Upon expiration of each Original Directors' terms, the Directors shall be appointed or elected by the Members, as the case may be, as follows: two Directors from among the Owners of Single Family Attached Home Living Units, two Directors from among the Owners of Condominium Units, and one Director from among the Single Family Detached Home Living Units. In case of disability, refusal to act, death or resignation of a Director appointed by the Declarant, the Declarant may, in addition, appoint a successor Director for the unexpired term of such Director. At such time as fifty percent (50%) of the Living Units have been sold and transferred of record, two of the Original Directors initially appointed by Declarant, or their successors, shall be replaced by a Member from the housing category designated by Declarant by election of the Members; at such time as ninety-five percent (95%) of the Living Units have been sold and transferred of record, two of the Original Directors initially appointed by Declarant, or their successors, shall be replaced by a Member from the housing category or categories designated by Declarant by election of the Members; and at such time as all of the Living Units have been sold and transferred of record, the 5<sup>th</sup> Original Director initially appointed by Declarant, or his/her successor, shall be replaced by a Member from the housing category or categories designated by Declarant by election of the Members. Whenever replacement by an election is required hereunder, an election shall be held at a meeting of the Members called for that purpose, after notice thereof as provided in the Bylaws. Elections of Directors other than Directors appointed by the Declarant shall be held at each annual meeting of the Association to elect a Director for a term of three (3) years upon the expiration of the term of each such Director, so that the term of one such Director shall expire annually. If the record owner of a Living Unit is a corporation, the President or Vice President of the corporation may designate a person in its behalf as a person eligible for appointment or election as a Director. In the case of the death, resignation or disqualification of any one or more of the Directors, other than Directors appointed by the Declarant, a successor, or successors, shall be elected by the Members at a meeting called for that purpose after notice thereof as provided in the Bylaws. Where the provisions of the Declaration cannot be fulfilled by reason of unfilled vacancies among the Directors, the City Council of the City may, upon the petition of any Living Unit Owner or resident of the Subdivision, appoint one or more Directors to fill vacancies until such time as Directors are elected in accordance with the Bylaws. Any person so appointed who is not a Living Unit Owner or a resident of the Subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against

the property in the Subdivision, and which shall not be subject to any limitation on special assessments contained in the Declaration or elsewhere.

## ARTICLE X

### PROPERTY RIGHTS IN THE COMMON GROUND(S)

Section 10.1. Members' Easements of Enjoyment. Subject to the right reserved herein to limit or prohibit the use of Common Ground(s), and subject to the provisions of Section 10.2 hereof, every Member of the Association shall have a right and easement of enjoyment in and to the Common Ground(s), and such easement shall be appurtenant to and shall pass with the title to every Living Unit.

Section 10.2. Extent of Members' Easements. The rights and easements of enjoyment in the Common Ground created hereby shall be subject to the following:

Section 10.2.1. The right of the Association to take such steps as are reasonably necessary to protect the Common Ground(s) against foreclosure;

Section 10.2.2. The right of the Association to promulgate Rules and Regulations governing the use of the Common Ground(s), including, without limitation, the right to restrict or limit their usage or to permit, on such terms as deemed appropriate by the Board, their use by non-Members;

Section 10.2.3. The right of the Association, as provided in its By-Laws and/or herein, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations;

Section 10.2.4. The right of the Association to dedicate or transfer all or part of the Common Ground(s) to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and public agency or authority;

Section 10.2.5. The right of the Declarant or other builder-developers authorized in writing by the Declarant to utilize Common Ground(s) for promotional purposes during periods of development;

Section 10.2.6. The right of the Association to grant such easements and rights of way to such utility companies or public agencies or authorities or other persons or entities as it shall deem necessary or appropriate;

Section 10.2.7. The right of Owners to perpetual easements over any part of the Common Ground(s) for such portion of their Living Unit that may encroach upon and/or overhang said Common Ground(s) due to original construction by the Declarant, and for pedestrian and vehicular ingress and egress to and from any Living Unit over said Common Ground(s); notwithstanding the foregoing to the contrary, no Owner shall have the right to

construct or install improvements which encroach upon or overhang the Common Ground(s); and

Section 10.2.8. The right of the Association to enter into licensing agreements with commercial enterprises for the operation of recreational facilities and related concessions for the benefit of Owners and residents of the Subdivision.

## ARTICLE XI

### ASSESSMENTS AND COLLECTION

Section 11.1. Purpose of Assessment. The assessments described in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Lots and Living Units in the Subdivision, including the maintenance of real and personal property constituting the Common Ground(s), the Lots and the roofs and exterior surfaces of all buildings, including Living Units, subject to the provisions of this Declaration and all as may be more specifically authorized from time to time by the Board of Directors of the Association. This Article XI is subject to the provisions of Article V encompassing rights of the Declarant.

Section 11.2. Common expenses shall include but shall not be limited to:

Section 11.2.1. Expenses of administration, maintenance, insurance and repair or replacement of the Subdivision easements, Common Ground(s), Lots and exterior surfaces of Living Units as more specifically set forth in this Declaration, or such other projects as deemed necessary and appropriate by the Board of Directors.

Section 11.2.2. Expenses declared to be common expenses by this Declaration;

Section 11.2.3. Repayment of debt incurred by the Association;

Section 11.2.4. Expenses agreed upon as common expenses by the Board of Directors;

Section 11.2.5. Such reserves as may be established by the Board of Directors for a repair, replacement or additions to (i) the Subdivision easements, (ii) Common Ground(s), (iii) other projects, (iv) Lots and exterior surfaces of Living Units as more specifically set forth in this Declaration (provided, in no event shall any addition to a Lot or Living Unit constitute a common expense), or (v) any other real or personal property acquired or held by the Association.

Section 11.3. Creation of Assessments, Lien and Personal Obligation of Assessments.

Section 11.3.1. The Owner of each Living Unit within the Subdivision covenants and each Owner by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

Section 11.3.1.1. Annual assessments;

Section 11.3.1.2. Additional assessments;

Section 11.3.1.3. Specific assessments against any particular Living Unit which is established by this Declaration including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration;

Section 11.3.1.4. Special assessments, which shall relate to a particular, one-time-only project;

Section 11.3.1.5. All such assessments, together with late charges, interest not to exceed the maximum legal rate, out-of-pocket costs and attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Living Unit against which each assessment is made.

Section 11.3.2. Each such assessment together with late charges, interest, out-of-pocket costs and attorneys' fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Living Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for whatever portion may be due at the time of conveyance, except no first mortgagee who obtains title to a Living Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to transfer of title.

Section 11.3.3. Assessments shall be paid in the manner and on dates fixed by the Board of Directors. If the Board of Directors does not otherwise provide, the assessments shall be paid in annual installments.

Section 11.4. Annual Assessment. Beginning on January 1, 2008 ("Commencement Date"), the Board of Directors shall have the authority to levy annual assessments against each Living Unit, whether vacant or improved. The annual assessments may be increased by a maximum of fifteen percent (15%) per year by the Board of Directors, and in excess of such percentage amount for any given year upon majority vote approval of the Members. The Board shall establish annual assessments for the Single Family Attached Homes, the Single Family Detached Homes and the Condominium Units, which may be different for each other. In addition to the annual assessments pursuant to this Declaration, the Condominium Units shall be responsible for assessments pursuant to a recorded Declaration of Condominium.

Section 11.5. Additional Assessments. In the event the annual assessment is insufficient to pay for the Association's expenses, the Board of Directors shall have the authority to levy a uniform additional assessment in any given year to meet such obligations, not to exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for that year, per Living Unit, whether vacant or improved.



Section 11.6. Specific Assessments. The Board of Directors may also levy a specific assessment against any Member to reimburse the Association for costs incurred in bringing the Member and/or his Living Unit into compliance with the provisions of the Declaration, the amendments thereto, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. Specific assessments may be levied upon the vote of the Board after notice to the Living Unit Owner and the opportunity for a hearing before the Board.

Section 11.7. Special Assessments.

Section 11.7.1. In the event that the Board considers it necessary to make any expenditure requiring a special assessment as contemplated in Section 11.3.1.4, it shall submit in writing to the Members for approval an outline of the plan for the project contemplated and the estimated amount required for completion. The special assessment must be approved by the assent of the majority of the Members who are voting in person or by proxy at a meeting duly called for the purpose. Written notice shall be mailed to all Members at least thirty (30) days prior to such meeting.

Section 11.7.2. Quorum. Members or proxies entitled to cast not less than twenty-five percent (25%) of all votes shall constitute a quorum for a meeting under Section 11.7.1. If the required quorum is not present, a second meeting may be called. The required quorum at such meeting shall be fifteen percent (15%) of all votes. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 11.8. Calendar Year; Proration. Annual assessments and additional assessments are to be calculated on a calendar year basis and paid to the Association in twelve (12) equal monthly installments; provided, however, the Association may assess that portion of the annual assessment attributable to insurance maintained by the Association pursuant to Article XII in the same frequency as such insurance premiums are payable by the Association. Proration shall occur for any year in which the ownership of a Living Unit changes from Declarant to a third party purchaser of a Living Unit.

Section 11.9. Lien for Assessments.

Section 11.9.1. All sums assessed against any Living Unit or otherwise payable to the Association by an Owner pursuant to this Declaration, together with any late charges, interest, out-of-pocket costs and reasonable attorneys' fees and expenses actually incurred, shall be secured by a lien on such Living Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Living Unit except for liens of ad valorem taxes.

Section 11.9.2. All other entities acquiring liens or encumbrances on any Living Unit after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for the assessments described in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 11.9.3. The sale or transfer of any Living Unit shall not affect such lien. No sale or transfer shall relieve such Living Unit from lien rights or any assessments later becoming due.

Section 11.9.4. The owner of a Living Unit shall be liable for the unpaid assessments chargeable to such Living Unit or sums otherwise payable to the Association by such Owner prior to conveyance of such Living Unit to a third party purchaser.

Section 11.10. Effect of non-payment of Assessments; Remedies of the Association. Any assessment which is not paid when due shall be delinquent.

Section 11.10.1. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as may be determined and uniformly applied by the Board of Directors.

Section 11.10.2. If the assessment is not paid within sixty (60) days of the due date, a lien shall attach and the lien shall include: (i) the late charges from the date first due and payable, (ii) interest, not to exceed the maximum legal rate, on the principal amount due, (iii) all out-of-pocket costs, (iv) all costs of collection, including attorneys' fees and expenses actually incurred, and (v) any other amounts provided or permitted by law, all as may be more particularly set forth in the Rules and Regulations. A notice of claim of lien may be filed by the Association, though it is not mandatory.

Section 11.10.3. In the event the assessment remains unpaid after ninety (90) days from the due date, the Association may, as the Board shall determine, institute suit to collect such amounts and/or foreclose its lien.

Section 11.10.4. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against the Owner personally for the collection of such charges as a debt and/or to foreclose the lien in the manner established pursuant to the laws of the State of Missouri as they may exist from time to time. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all Owners.

Section 11.10.5. The Association, acting on behalf of the Owners, shall have the power to bid on any Living Unit at any foreclosure sale or to acquire, hold, lease, mortgage or convey any Living Unit.

Section 11.10.6. No Owner may waive or otherwise escape liability for the assessments by abandonment of the Living Unit.

Section 11.10.7. All payments shall be applied first to collection costs and attorneys' fees, then to late charges, then to interest, then to newly-delinquent assessments, then to any unpaid installment of the assessments which are coming due within thirty (30) days of payment, and then to any unpaid installment of the assessments which are the subject matter of suit.

Section 11.10.8. Upon the timely cure of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the Board of Directors is hereby authorized to file or record an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Board of Directors to cover the costs of preparing and filing or recording such notice and such release.

Section 11.10.9. The assessment lien shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the Bylaws of the Association or remedies provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law or in equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

## ARTICLE XII

### INSURANCE

Section 12.1. Common Ground(s). The Board of Directors, or its duly authorized agent, shall have the authority and shall obtain insurance on the Common Ground(s) for the appropriate needs of the Subdivision. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from insurable hazards, if such insurance is reasonably available.

Section 12.1.1. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as owner and beneficiary.

Section 12.1.2. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees.

Section 12.2. Single Family Attached Homes. Each Single Family Attached Homes, and such other fixtures and/or improvements as are on each Single Family Attached Home shall be insured by the Owner thereof by an "All-In" fire and extended coverage policy issued by an insurance company authorized to do business in the State of Missouri with a minimum rating as may be determined by the Association's Board of Directors, against loss and damage by fire, earthquake and other hazards normally covered under standard fire and extended coverage insurance policies, in an amount at least equal to the replacement cost of the Living Unit, fixtures and/or improvements so insured, excluding foundation and excavation costs. By virtue of taking title to a Single Family Attached Home subject to the terms of this Declaration, each Owner covenants that the Association has no responsibility to provide contents coverage and/or personal liability insurance exclusive to any Owner. Each Owner of a Single Family Attached Home shall obtain for its own benefit, homeowner's insurance on all contents and personal property of such Owner and commercial general liability insurance with combined single limit coverage of not less than \$1,000,000.00. This insurance requirement shall not apply to Single Family Detached Homes. Each Owner of a Single Family Detached Home shall obtain insurance based on such Owner's lender's, or individual needs. This insurance requirement shall not apply to

Condominium Units. Each Owner of a Condominium Unit shall be required to obtain insurance pursuant to the requirements of the Missouri Uniform Condominium Act and the Declaration of Condominium governing such Condominium Unit.

Section 12.2.1. Association and Additional Insureds. Each policy of insurance required pursuant to Section 12.2 and issued with respect to a Single Family Attached Home shall name the "THE RESERVE AT CHESTERFIELD VILLAGE HOMEOWNERS ASSOCIATION, under Declaration of Covenants and Conditions and Restrictions" as an additional insured, and each such policy shall provide that the Association will be given at least thirty (30) days prior written notice of the cancellation or non-renewal of the policy. Upon the request of the Association, an Owner of a Single Family Attached Home shall deliver to the Association a copy of his policy of insurance evidencing the existence and amount of such insurance.

Section 12.2.2. Payment of Proceeds. In case of fire or other casualty to a Single Family Attached Home or to other improvements on a Single Family Attached Home, that portion of the insurance proceeds allocable to the Single Family Attached Home and improvements shall be paid jointly to the Association and the Owner, and each policy of insurance shall be endorsed to provide for such payment. Such proceeds shall be applied to reconstruct and repair the Single Family Attached Home and/or improvements substantially to the condition in which they existed immediately prior to the fire or other casualty, with any proceeds remaining after such reconstruction and repair being distributed to the Owner or to the Owner's mortgagee, as their respective interests may appear. If such proceeds are not sufficient to reconstruct and repair the Single Family Attached Home and/or improvements substantially to the condition in which they existed immediately prior to the fire or other casualty, or if there are no insurance proceeds, for example and without limitation, due to failure to name the Association as a joint payee as required herein, or due to lack of coverage or policy exclusion, then the Association shall have the right and authority to assess the Owner of such Single Family Attached Home and/or improvements for such additional amounts as are required to so reconstruct and repair the same, and such amounts shall be added to and treated as a part of the assessment to which the Single Family Attached Home is subject under Article XI hereof, but payable within thirty (30) days after such assessment is levied. In no event shall the Association be liable for or have any obligation to undertake any such repair or reconstruction to the extent the cost and expense of repair or reconstruction exceeds any insurance proceeds plus proceeds of the Owner assessment (as set forth in the previous sentence) actually received by the Association, if any.

Section 12.2.3. Failure by Owner to Maintain Insurance. If an Owner of a Single Family Attached Home fails to obtain and maintain insurance in compliance with these provisions, or if the Association in its sole judgment determines that the amount or type of insurance maintained by the Owner is not satisfactory, the Association shall have the right to make written demand upon such Owner to provide insurance in compliance herewith, and if such Owner fails to provide evidence of such insurance satisfactory to the Association within five (5) days after such written demand has been placed in the United States mail, postage prepaid, addressed to the Owner, then the Association may obtain such insurance. The cost of premiums for such insurance shall be assessed against each Single Family Attached Home covered by the

insurance is situated and shall be added to and treated as a part of the assessment to which the Single Family Attached Home is subject under Article XI hereof, but payable within thirty (30) days after such assessment is levied.

Section 12.2.4. Mortgages. In the event a mortgagee endorsement has been issued as to a Lot or Single Family Attached Home, the share of any insurance proceeds of that Owner shall be held in trust for the Mortgagee and Owner, as their respective interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and Mortgagee pursuant to the provisions of this Declaration.

Section 12.3. Insurance by Association on Single Family Attached Homes. The terms and provisions of this Section 12.3, and all subsections hereunder, shall be of no force or effect as of the date of this Declaration. Notwithstanding the foregoing or anything to the contrary in this Article XII, and subject to Section 5.1.5, upon an affirmative vote of Members owning two-thirds (2/3) of the Single Family Attached Homes, the provisions of Section 12.2 (and all subsections there under) shall be of no further force or effect and the provisions of this Section 12.3 (and all subsections hereunder) shall be effective in lieu thereof, until such time as an affirmative vote of Members owning two-thirds (2/3) of the Single Family Attached Homes elect to resume the efficacy of the provisions of said Section 12.2 (and all subsections there under), whereupon the provisions of this Section 12.3 (and the subsections hereunder) shall be of no further force or effect.

Section 12.3.1. Policy Requirements. Each Single Family Attached Home and such other improvements as are on each Lot shall be insured by the Association by an "All-In" fire and extended coverage policy issued by an insurance company authorized to do business in the State of Missouri with a minimum rating as may be determined by the Association's Board of Directors, against loss and damage by fire, earthquake and other hazards normally covered under standard fire and extended coverage insurance policies, in an amount at least equal to the replacement cost of the Living Unit, fixtures and/or improvements so insured, excluding foundation and excavation costs. By virtue of taking title to Single Family Attached Home subject to the terms of this Declaration, each Owner covenants that the Association has no of such Living Unit and/or improvements for such additional amounts as are required to so reconstruct and repair the same, and such amounts shall be added to and treated as a part of the assessment to which the Single Family Attached Home is subject under Article XI hereof, but payable within thirty (30) days after such assessment is levied. In no event shall the Association be liable for or have any obligation to undertake any such repair or reconstruction to the extent the cost and expense of repair or reconstruction exceeds any insurance proceeds plus proceeds of the Owner assessment (as set forth in the previous sentence) actually received by the Association, if any.

Section 12.3.4. Failure by Owner to Maintain Insurance. If an Owner fails to obtain and maintain insurance in compliance with these provisions, or if the Association in its sole judgment determines that the amount or type of insurance maintained by the Owner is not

satisfactory, the Association shall have the right to make written demand upon such Owner to provide insurance in compliance herewith, and if such Owner fails to provide evidence of such insurance satisfactory to the Association within five (5) days after such written demand has been placed in the United States mail, postage prepaid, addressed to the Owner, then the Association may obtain such insurance. The cost of premiums for such insurance shall be assessed against each Single Family Attached Home on which such Lot or improvements covered by the insurance is situated and shall be added to and treated as a part of the assessment to which the Single Family Attached Home is subject under Article XI hereof, but payable within thirty (30) days after such assessment is levied.

Section 12.3.5. Insurance on all Living Units. The cost of premiums for such insurance required to be maintained by the Association pursuant to Section 12.3.1 shall be allocated among the Owners of the Single Family Attached Homes on a fair and equitable basis including, but not limited to, the relative market values of the Single Family Attached Home, and shall be added to and treated as a part of the annual assessment provided for in Article XI hereof against the Single Family Attached Home to which the amount so allocated applies. In no event shall any such insurance so obtained by the Association relieve any Owner from such Owner's responsibility to maintain adequate insurance on the contents of such Owner's home as well as general liability insurance.

Section 12.3.6. Insurance Deductible. In the event of a claim by an Owner for a covered loss under the insurance maintained by the Association pursuant to Section 12.3.1 hereof, the Owner(s) making such claim shall pay, at the sole cost and expense of such Owner(s), the amount of any applicable deductible under said insurance policy. In the event two or more Owners assert claims under such insurance policy based upon a single occurrence (as defined by the insurance policy) and to which a single deductible applies, the policy deductible amount shall be allocated on a pro rata basis among all Owners making claims based on that occurrence.

Section 12.3.7. Mortgages. In the event a mortgagee endorsement has been issued as to a Lot or Single Family Attached Home on such Lot, the share of any insurance proceeds of that Owner shall be held in trust for the Mortgagee and Owner, as their respective interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those surplus proceeds paid to the Owner and Mortgagee pursuant to the provisions of this Declaration.

### ARTICLE XIII

#### ARCHITECTURAL AND ENVIRONMENTAL RESTRICTIONS

The Property shall be subject to the following architectural and environmental restrictions:

Section 13.1. Review by Committee. From and after the conveyance of an improved Lot or Living Unit by Declarant, no building, wall or other structure shall be altered, changed, and/or

modified, commenced, erected, reconstructed or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee composed of three (3) or more Members of the Association appointed by the Board of Directors. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid Committee or the Board of Directors, whichever happens to be acting at the time. In the event the Architectural Control Committee shall fail to approve or disapprove such design, materials, colors and location within forty-five (45) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this section will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. Notwithstanding the foregoing, for so long and until the last Living Unit has been closed upon by a third party purchaser, the Declarant may enter and undertake upon any Lot the construction of retaining walls and grading of such property as Declarant deems necessary; provided, however, Declarant shall restore the landscaping on such Lot to a state reasonably similar to that which existed immediately prior to said undertaking.

Section 13.2. Building and Materials and Construction. It is the intent of this Declaration that all buildings and structures within the Property shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that such standards and materials are in conformance with the general objectives of the subdivision as enumerated herein. Appurtenant structures to, or extrusions from, any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Architectural Control Committee.

Section 13.3. Lakes, Detention Basins and Drainage System. Lakes and/or detention basins, if any, may contribute measurably to the overall cohesiveness and aesthetic appeal of the Subdivision; but more importantly, they may serve an essential engineering purpose as an integral part of the drainage system. It is incumbent upon the Association and each and every Owner to respect the design and area of the lakes and detention basins, if any, and drainage channels and it shall be the Association's responsibility to insure that sufficient protective measures are taken at all times to prevent any and all debris from entering storm sewers, drainage channels and lakes (detention basins). Particular attention shall be given to erosion control and the prevention of the introduction of dirt, sand, mud or silt into the drainage facilities. Each Owner, with respect to such Owner's Lot, and the Association, with respect to the Property in general, shall insure that these sewers, drainage channels and lakes (detention basins) are kept free of trash and refuse. Any discharge of liquid or solid waste or sanitary waste into the interior drainage facilities from any Lot or Living Unit is expressly prohibited. Specific precautions shall be taken to exclude or prevent petroleum products, polluting-type fertilizers, insecticides, herbicides, and to minimize rock salt and other snow and ice melting chemicals

from entering the storm sewer and interior drainage system. No structure, planting or activity shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels or obstruct or retard the flow of water through said drainage channels. If any Owner fails to comply with these provisions, the Association is empowered to correct all violations at the expense of the Owner concerned, which expenses shall be a lien upon the property of such Owner, equal in priority to the lien provided for in Article XI hereof and enforceable in the same manner as therein provided.

Section 13.4. Circulation Systems. Pedestrian and bicycle circulation systems, if any, and all trail systems throughout the Property are an integral part of the overall planning and design concept. All buildings or structures on Lots immediately adjacent to designated circulation systems shall allow for unrestricted public pedestrian and bicycle passage as provided on the recorded plats of the Property.

Section 13.5. Land Use.

Section 13.5.1. No structure shall be used for a purpose other than that for which the structure was originally designed without the approval of the Association.

Section 13.5.2. No Living Unit shall be improved, used or occupied other than for residential occupancy by a single family without the express written approval of the Association.

Section 13.6. Building Setback Lines. No building or structure shall be located on any Lot nearer to the front, side or rear Lot lines than the minimum setback lines shown on the Subdivision Plats. In no event shall the foregoing setback requirements apply to (a) any overhang or projection from a building, or (b) party walls (as such term is defined in Section 18.1).

Section 13.7. Uncompleted Structures. No building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction; provided, however, that this Section 13.7 shall not apply to the Declarant and/or its assigns.

Section 13.8. Frontage. All residences shall present a good, well-maintained frontage harmonious in design to the neighborhood, on the street on which it is located as shown on the Subdivision Plats. Residences located on corner Lots shall present a good, well-maintained frontage harmonious in design to the neighborhood on both streets.

Section 13.9. Driveways. Driveways must be constructed of concrete. Any repair or replacement of a driveway shall be undertaken using reasonably similar material, color and craftsmanship as the original driveway.



**ARTICLE XIV**

**MAINTENANCE AND REPAIRS BY OWNER**

Each Owner, his successors and assigns, hereby covenants and agrees to maintain their Lot and Living Unit in a neat and proper condition and to perform all necessary repairs except where the Association is required to perform such maintenance and repairs.

**ARTICLE XV**

**USE RESTRICTIONS**

The Property shall be subject to the following use restrictions for and on behalf of each and every Owner of any Living Unit in THE RESERVE AT CHESTERFIELD VILLAGE, their grantees, lessees, successors, and assigns:

**Section 15.1. Resubdivision.** No Lot or Living Unit shall be resubdivided nor shall a fractional part of any Lot or Living Unit be sold without the consent of the Association. This provision shall not, however, require the consent of the Association for the sale of an entire Living Unit as shown on the Subdivision Plats.

**Section 15.2. No Commercial Activities.** No commercial activities of any kind shall be conducted on any Living Unit other than home professional pursuits without employees which produce minimal public visits or non-residential storage, mail or trash.

**Section 15.3. Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood in the judgment of the Association. No exterior lighting emanating from any Lot shall be directed outside the boundaries of such Lot.

**Section 15.4. Maintenance of Lots and Living Units by Owner.** Each Owner shall maintain and keep his Lot and Living Unit (including all areas or facilities exclusively reserved for such Living Unit) in good order and repair (except for such repairs and maintenance as may be assigned to the Association hereunder), and shall do nothing which will prejudice the structural integrity or increase the rate of insurance on the improvements or which would be in violation of law. Each Owner shall maintain, repair and replace, at his own cost and expense, the portion of his Living Unit requiring maintenance, repair or replacement, not maintained by the Association. The maintenance, repair and replacement obligation of each Owner includes but is not limited to: (i) air conditioning and heating equipment (including any facility and connection required to provide utility service to serve the Living Unit and no other); (ii) painting, decorating, finishing, repairing, replacing and otherwise maintaining interior surfaces of perimeter walls, interior walls, ceilings and floors of the Living Unit; (iii) replacing all doors (including garage doors), screens, windows and plate glass installations (including glass doors) forming a portion of the perimeter of the Living Unit. Notwithstanding the foregoing, in no event shall an Owner make any alteration, decoration, repair, replacement, change or paint, nor

place any screen or other enclosure on any deck, balcony or patio or any other parts of the Lot or Living Unit or Common Ground(s) without the prior written approval of the Association.

Section 15.4.1. Subject to the provisions of this Declaration, in the event of damage to any Living Unit resulting from the failure or breach of a portion of a Living Unit which is maintained by the Association as provided herein, including but not limited to the roof, foundation or certain portions of the exterior, the Association shall be responsible only for the repair or replacement of such failed element so maintained by the Association, and the Owner of any such damaged Living Unit shall be responsible for any and all damage to any other element of the Living Unit, including but not limited to wall studs, roof trusses and the interior of his Living Unit and any personal property therein. For example, if the roof of a Living Unit leaks causing damage to the roof trusses, ceiling, drywall, decorations and furnishings within such unit, the Association shall be liable only for the repair or replacement, as the case may be, of said roof and the Owner of such unit shall be liable for all other damage to his unit, including but not limited to damage to said roof trusses, ceiling, drywall, decorations and furnishings.

Section 15.5. Obstructions. There shall be no obstruction of any portion of the Common Ground(s) or any storage or construction or planting thereon by any Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on the Common Ground(s) or any Lot or outside any Condominium Unit, and no structure or facility for housing of pets or animals shall be placed or maintained in any portion of the Common Ground(s) or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

Section 15.6. Animals. No animals, including but not limited to reptiles, birds, horses, rabbits, poultry, cattle or livestock of any kind, shall be brought onto or kept on the Property, except that no more than a total of four household pets, which may be dogs, cats or other household pets (except house pets with vicious propensities or which effect the Association's and/or Owner's ability to obtain liability insurance at customary and ordinary rates), or a combination thereof totaling four, may be kept or maintained on any Lot or in any Living Unit. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Association in its sole judgment) or annoyance to the neighborhood is prohibited. Pet owners shall comply with all applicable Rules and Regulations of the Association and with all laws, including without limitation leash laws. No pet shall be staked out or tied in any Common Area. Notwithstanding anything to the contrary in this Section 15.6, the total number of pets permissible may be changed and the size of pets may be further restricted by the rules and regulations of the Association. No animals of any kind, including household pets as permitted hereunder, shall be kept or utilized for purposes of breeding, kenneling, boarding or any commercial or business purpose.

Section 15.7. Parking of Motor Vehicles, Boats, Motorcycles, Campers and Trailers. No heavy duty trucks (as such term is defined in the Rules and Regulations of the Association) or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on the Property, including on the Common Ground(s) or any Lot, unless they are parked or stored in an enclosed garage, except only during periods of approved construction on a Lot. Only passenger automobiles of temporary guests to Condominium Units may be parked in parking spaces designated therefor by

the Association. Passenger automobiles of permanent residents shall only be parked on the driveway and/or garage of such Lot owned by such resident.

Section 15.8. Overhead Wiring. No power, telephone, cable television or other similar utility distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing of the Association.

Section 15.9. Obstruction of Traffic. No wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the written approval of the Association, which approval in no event shall be in violation of Section 15.27 hereof.

Section 15.10. Antennas. No antennas, communications equipment, satellite dishes, weather vanes, electrical, telephone or television cables or other wires or lines, and no solar collectors or recreational or exercise equipment which extends beyond the exterior shell of any building shall be placed, connected, erected or maintained upon any Lot, Living Unit or Common Grounds, without the prior written consent of the Board except to the extent the Association or this Declaration cannot restrict an antennae or satellite dish pursuant to the express terms of the Telecommunications Act of 1996 (the "Act"). The Association shall have the authority to promulgate such rules and regulations as it deems necessary and as are in compliance with the Act, regulating the placement and/or location of all items described in this Section 15.10.

Section 15.11. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot or outside any Condominium Unit at any time as a residence, either temporarily or permanently; provided, however, that with prior approval by the Board, which shall be in the Board's sole discretion, and subject to any applicable Rules and Regulations of the Association, some types of temporary sun shades or tents may be permissible on outside patios or terraces.

Section 15.12. Garages. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 15.13. Shoreline Contours. Shoreline contours of detention basins or lakes, if any, may not be changed without the written approval of the Association. No Lot shall be increased in size by filling in the waters, if any, upon which it abuts.

Section 15.14. Refuse. No refuse of any kind shall be disposed of or placed in the lakes, detention basins, drainage channels, storm sewers or on the other Common Grounds.

Section 15.15. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Living Unit shall be used for residential purposes only as a residence for a single family. A single-family residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants.

Section 15.16. Signs. Except as otherwise herein provided, no signs, window displays, or advertising signs shall be placed on any Lot or Living Unit or structure without the prior written consent of the Association. One exception is customary name and address signs not to exceed twenty-four (24) square inches in size. Another exception is one "For Sale" or one "For Lease" sign, not to exceed five (5) square feet in size, which may be placed on each Lot for the sole and exclusive purpose of advertising for sale or lease the Lot or Living Unit upon which is it placed. This use restriction is subject to the provisions of Article V encompassing reservations of the Declarant.

Section 15.17. Grades. Within any slope area established on the plats and plans, no structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction or flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

Section 15.18. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in burrowing oil, natural gas or minerals shall be erected, maintained or permitted upon any Lot.

Section 15.19. Dumping of Trash and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage or other waste shall not be kept except in sanitary containers or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored outside a Condominium Unit or a building on any Lot, except that beginning two (2) hours after sunset on any day prior to the day designated for trash pickup, said trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pickup. Trash cans or receptacles shall be removed and secured within the improvements for each Living Unit not later than four (4) hours following sundown of the same day designated for pickup.

Section 15.20. Fuel Tanks. No fuel tanks or containers of any nature shall be placed, erected, installed or constructed on any Lot. No underground, enclosed propane tank shall be allowed without prior approval of the Association.

Section 15.21. Swimming Pools. Swimming pools of any kind on any Lot designated for or containing a Single Family Attached Home or Condominium Unit are expressly prohibited. Subject to applicable Rules and Regulations of the Association, and with prior Association approval, which shall be in the Association's sole discretion, swimming pools may be permitted on a Lot designated for or containing a Single Family Detached Home. Subject to applicable Rules and Regulations of the Association, and with prior Association approval, which shall be in the Association's sole discretion, hot tubs and small fish ponds may be permitted on a Lot

designated for or containing a Single Family Attached Home or a Single Family Detached Home, but not a Condominium Unit.

Section 15.22. Fences; Storage Areas; Awnings/Screens. No fencing, fencing of patios, or storage areas of any type shall be erected or maintained on any Lot or Living Unit without the prior written approval of the Association and subject to applicable Rules and Regulations of the Association. The Association shall have the power to promulgate such Rules and Regulations as it deems necessary permitting the erection, installation, construction and maintenance of so called "invisible fences" upon any Lot and regulating the placement and/or location thereof. Each Owner that installs an "invisible fence" shall be solely responsible for its care and maintenance. Each Owner that installs or otherwise maintains or permits the use and/or operation of an "invisible fence" on its Lot hereby expressly releases the Association, its Board of Directors, agents, employees and contractors from any and all damages, losses, claims and/or expenses of any nature whatsoever arising from or out of the care and maintenance provided by the Association on or in any Lot, Living Unit or Common Ground. In the event that an approved fence (other than an "invisible fence") is installed, then the Board shall have the option, in the Board's sole discretion, to elect not to provide mowing or any other maintenance of the lawn or landscaped areas within the fence, or, if mowing or other lawn or landscape maintenance within the fence is provided, then the Board may elect to charge an additional amount to the assessment for the related Living Unit. Such election by the Board shall be as contained in the Rules and Regulations. Upon prior approval of the Association, awnings and screening of rear decks or patios may be permitted.

Section 15.23. Laundry Lines; Flag Poles; Landscape Ornaments. No permanent or temporary poles for attaching wires or lines or any other device for the purpose of hanging laundry shall be constructed or placed on any Lot or Living Unit. No flag poles or landscape ornamentation of any kind, including without limitation fountains, sculpture, colored balls, or similar outdoor ornaments, may be placed on any Lot or Living Unit without the prior approval of the Association, and subject to all applicable Rules and Regulations of the Association.

Section 15.24. Rentals and Boarders. Owners shall not have the right to rent rooms. No "boarders" shall be permitted to reside in the Subdivision. A "boarder" shall include a person who is not a member of the immediate family of the Living Unit Owner or principal occupant of a dwelling (with the exception of parents or foreign exchange students) but who resides therein and pays rent or remuneration in kind to the Living Unit Owner or principal occupant.

Section 15.25. Solar Collectors. No Living Unit shall have an exterior solar collection system, wind generator system or any other similar type system or appliance without prior approval of the Association.

Section 15.26. Storage of Personal Property and Vehicles. Personal property including, without limitation, boats, trailers, campers, commercial vehicles, camper shells and all-terrain vehicles (ATV's), shall not be parked, placed or stored permanently or temporarily in the open on the Property, including the Common Ground(s) or any Lot. The Board of Directors may cause any item of such personal property parked, placed or stored in violation of the terms of this Declaration or the Rules and Regulations to be towed or removed at the owner's expense.

Section 15.26.1. Recreational vehicles such as motor homes must be stored inside a garage.

Section 15.26.2. No tractor trailers shall be placed on any Lot.

Section 15.26.3. No commercial vehicles will be allowed unless they are stored in a garage. This prohibition shall not apply to temporary parking of trucks or commercial vehicles of pickup or delivery, construction (provided such construction has been previously approved by the Association, if required hereunder), or other commercial services. The term commercial vehicle includes any truck, van or other motor vehicle with (i) commercial plates, tags or registration, and/or (ii) signage, ladder racks and/or other attachments; provided, however, pick-up trucks and van type vehicles with a capacity of one-half (1/2) ton or less and (x) used exclusively for private or personal purposes, (y) without signage, ladder racks and/or other similar attachments, and (z) not in any manner used for commercial or business purposes, shall not be classified as commercial vehicles.

Section 15.26.4. No disabled, vagrant, unlicensed or inoperable motor vehicle shall be placed on any Lot.

Section 15.26.5. No repairing, body work or painting of any motor vehicle, including passenger cars, except while in an enclosed garage, shall be permitted and only then when the repairing, body work or painting is occurring to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

Section 15.26.6. Parking on the Common Ground(s), including parking spaces and upon private streets, if any, of the Subdivision, is limited to passenger automobiles of temporary guests only. In no event may any permanent resident park his or her motor vehicle on the Common Ground(s).

Section 15.26.7. The Association shall have the power to promulgate such Rules and Regulations not inconsistent with the provisions of this Declaration as it deems necessary to further regulate parking on the Property.

Section 15.27. Landscape Restrictions. Declarant has obtained approval from the City of Chesterfield for: (a) a Tree Preservation Plan prepared by Moynihan & Associates dated May 23, 2006; and (b) a Mitigation Planting Plan prepared by Moynihan & Associates with a final revision date of May 23, 2006; and (c) Landscape Plan prepared by Moynihan & Associates dated May 23, 2006. Declarant has provided copies of said plans to the Association and said plans are on file with the City. The Association and each Owner shall abide by the terms and provisions of said plans. In no event shall the Association or any Owner remove any live tree from his Lot without the written approval of the Association, which approval in no event shall be in violation of said plans. Further, the Association and each Owner shall abide by such City ordinances then in effect regulating landscape management.

Section 15.28. Indemnification for Actions for Others. Each Owner does hereby indemnify the Association, its officers and directors, and other Owners and occupants for the actions of Owner and Owner's children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

## **SECTION XVI**

### **EASEMENTS**

Section 16.1. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plats. Such easements shall include the rights of egress and ingress for construction and maintenance purposes. No structure, planting, or other material shall be permitted to be placed or remain within easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which these easements are reserved.

Section 16.2. Maintenance Easement. The Declarant does hereby give, grant, extend and confer to the Association, its successors and assigns, an easement to landscape, maintain, repair and reconstruct the Common Grounds, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, subject to the following conditions and limitations.

Section 16.2.1. The Association may use such additional space on the Property adjacent to the Common Grounds as may be required for temporary working room during the reconstruction, maintenance or repair of the items discussed in Section 16.2.

Section 16.2.2. All provisions of this section, including the benefits and burdens, run with the Common Grounds and are binding upon and inure to the successors and assigns of the Association and the Declarant.

Section 16.3. Encroachment. Through construction, settlement or shifting, should any part of a Living Unit, as originally constructed by Declarant, encroach upon and/or overhang the Common Ground(s) or upon any other Living Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Owner of the encroaching property; PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the owner.

Section 16.4. Easements Appurtenant. Subject to the provisions of this Declaration, perpetual easements are hereby established, running with the land, appurtenant to all Living Units and Living Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Ground(s). Subject to the provisions of this Declaration, each Living Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, deck, terrace, patio, sidewalks, driveways and garage, if any, which are part

of the Living Unit, should there be any encroachment on the Common Ground(s) or any other Lot; PROVIDED, HOWEVER, that no Owner shall enclose, decorate or landscape any such balcony, deck, terrace, patio, sidewalk, driveway or garage contrary to any rules or regulations established by the Association.

Section 16.5. Easements in Gross. The Property and each Living Unit shall be subject to a perpetual easement in gross to the Association, its employees, contractors and agents, for ingress and egress, to perform the Association's obligations and duties as required by this Declaration. Should it be necessary to enter a Lot or Living Unit, or the exterior of any building or Living Unit, to effect a necessary repair, Association employees, contractors and/or agents shall be entitled to entrance by exhibiting to the Owner an order from the Association.

Section 16.6. Parking Easement. The Declarant does hereby give, grant, extend and confer to the Association, its successors and assigns, a perpetual easement to use, maintain, repair and reconstruct the parking areas as more particularly set forth on the Subdivision Plats, whether or not such areas lie upon some of the Lots, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein. The use and enjoyment of such parking spaces shall be subject to the provisions hereof and such Rules and Regulations as the Association may establish.

Section 16.7. Easements on Lots. In the event that any trail, sidewalk, entry monument, utility equipment or facilities, or similar improvement shown on any of the Subdivision Plats shall be situated or installed upon any Lot, the Declarant does hereby give, grant extend and confer to the Association, its successors and assigns, and to the public at large, and to all public entities holding any responsibility for maintenance or ownership of such items, perpetual easements on such Lot to the extent needed to use, maintain, repair and reconstruct the items contained thereon for their designated purposes.

Section 16.8. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on each Living Unit Owner, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

## ARTICLE XVII

### MAINTENANCE

Section 17.1. Association's Responsibility. The Association shall maintain, keep in good repair and replace the Subdivision entrance monument, the Subdivision Common Ground(s), and other projects and improvements of the Association. Maintenance, repair and replacement of the Association's responsibilities pursuant to this Article Seventeen shall be funded by the Association assessments; provided, however, that in the event that any such repair or replacement is caused by the negligence or destruction of an Owner, then such costs shall be charged to such Owner as an addition to the assessments of such Owner.



Section 17.2. Maintenance of Lots, Mailboxes and Exterior of Living Units. The Association shall maintain, repair, replace and improve certain exterior surfaces of the Living Units and certain structures and portions of Lots on the Property. Such maintenance shall include mailboxes, roofs, exterior walls and exterior surfaces of the Living Units except doors and windows (provided, however, the Association will maintain the exterior caulk on windows). In the event that any exterior walls or surfaces of a Living Unit are enclosed by a porch or screening, then the Association shall have the right to provide the Owner with notice of the date that the maintenance to such areas shall be provided, and if such areas are not made accessible by the Owner on the appointed date, then the Association shall have the option to either (i) require the Owner to maintain such areas in accordance with the same level and type of maintenance provided by the Association, or (ii) provide the maintenance at another appointed time, after notice to the Owner, and charge an additional amount to the assessments of such Owner for the subsequent service. The Association shall also maintain the surface of each Lot, including any retaining wall, driveway or sidewalk located on a Lot, and, subject to the provisions of this Article 17, any lawn irrigation systems not privately owned (as described in the following sentence) on a Lot. Upon prior approval of the Association, private irrigation systems may be permitted on a Lot, but in the event of installation of such approved system the Owner shall be obligated for its maintenance and operation. The Association shall be responsible for snow removal from all roads and sidewalks over the Common Grounds and driveways and sidewalks on the Lots. Maintenance of all exterior lighting shall be the obligation of the Owner.

The maintenance, repair, replacement and improvement by the Association referred to in this Section includes the maintenance and preservation of all driveways and sidewalks, all privacy and retaining walls, all landscaping (except landscaping or gardening installed by any Owner upon his Lot, or inside an enclosure as hereinafter provided), painting, repairing and replacement of the above-described exterior surfaces and portions of the Lots, but shall not relieve such Owner from his personal responsibility to maintain and preserve the other exterior surfaces or portions of a Lot or the interior surfaces of his Living Unit and to paint, clean, decorate, maintain and repair said Living Unit. Each Owner shall be responsible for items of day-to-day maintenance to such Owner's Living Unit, including but not limited to replacement of bulbs in exterior light fixtures and lubrication of door hinges. Further, each Owner shall be responsible for the maintenance, repair and replacement of all windows and doors (including garage doors) on his Living Unit; provided, however, the Association shall be responsible for painting or staining, as the case may be, the outer surface(s) of exterior doors. No Owner shall make any alteration in the portions of the Living Units and Lots which are to be maintained by the Association, remove any portion thereof, make any addition thereto or do any work which would affect the safety, soundness or aesthetic quality thereof without the prior written consent of the Association.

Section 17.2.1. Standard landscaping to be provided by the Declarant and maintained by the Association for a Single Family Attached Home and for a Single Family Detached Home shall be as described in the Rules and Regulations of the Association, and any exhibits appended to the Rules and Regulations. Notwithstanding anything in this Article 17 to the contrary, an Owner may undertake additional landscaping, over and above the standard landscaping provided by the Declarant, on his/her Lot upon prior written approval of the Association. Installation of such additional landscaping shall be at the sole cost and expense of

said Owner. After installation of such approved additional landscaping and subject to the maintenance conditions of Section 15.22 above, the Association may maintain it but may, at its option, charge an additional amount for such maintenance to such Owner's assessments. The amount of such additional charge shall be as contained in the Association's Rules and Regulations.

Section 17.2.2. The Association will maintain, repair and replace a system installed by the Declarant, or its assigns, for irrigating the landscaped portions of the Common Grounds as well the portions of the Lots covered with grass. The Association has no obligation to install, maintain, repair or replace any private irrigation system designed to irrigate planting beds on any Lot. An Owner may install, after prior approval of the Association, upon his Lot such devices as the Owner desires for purposes of irrigating the planting beds located on such Lot; provided, any such irrigation device shall only be connected to utilities metered to such Lot and in no event shall such irrigation device be connected to utilities metered or billed to the Association. Any Owner installing such an irrigation device shall be solely responsible for the maintenance, repair or replacement of the same.

Section 17.2.3. For the purpose of performing the maintenance, repair, replacement and improvement authorized in this Article 17, or for purposes of inspecting a Lot or Living Unit with regard to same (collectively, the "Repair Visit"), including but not limited to a Repair Visit for purposes of inspecting systems maintained by the Association or pest control or exterior Living Unit surface maintenance, the Association and its duly authorized agents, contractors or employees shall have the right, after reasonable notice to the Owner, to enter upon and/or into any Lot or Living Unit at reasonable hours on any day. If any Owner is unwilling or unable, for any reason whatsoever, to grant such entry to the interior of said Owner's Living Unit at the time scheduled for a Repair Visit, such Owner shall, as soon as practicable thereafter and upon reasonable notice to the Association, allow access to his Living Unit or Lot for purposes of such Repair Visit. Said Owner shall indemnify and hold harmless the Association for any additional fees or charges resulting from such rescheduling of the Repair Visit. Further, said Owner shall indemnify and hold harmless the Association and any other Owner from and against any damage which could reasonably have been discovered and/or remedied (as the case may be) during the initially scheduled Repair Visit.

Section 17.3. Owner's Responsibility. All maintenance of the Lots, and all structures and other improvements within or upon the Lots, not to be performed by the Association under this Declaration, shall be the sole responsibility of the Owner who shall perform such maintenance in a manner consistent with the standards of this Declaration.

Section 17.4. Owner's Failure to Comply. In the event the Association determines that any Owner has failed to maintain the structures and other improvements on the Owner's Lot in a neat and attractive manner consistent with the provisions of this Declaration, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable detail the maintenance, repairs or replacements deemed necessary. The Owner shall have thirty (30) days within which to complete the maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not capable of

completion within the thirty (30) day period, to commence and diligently pursue such work which shall be completed within a reasonable time as established by the Association. One notice per violation will be given and will cover any continuation of that violation.

Section 17.4.1. In an emergency, as reasonably determined by the Association, the Association may take remedial action immediately without giving the thirty (30) day notice set forth above.

Section 17.4.2. Each Owner covenants and agrees that if such Owner fails to comply with the provisions of this Declaration, the Association shall have the right, without being deemed guilty of trespass, to enter upon the Lot or Living Unit to provide any maintenance, repair or replacement at the Owner's sole cost and expense.

Section 17.5. Casualty. Notwithstanding anything herein to the contrary, in the event any part of a Living Unit requires maintenance, repair or replacement which, pursuant to the terms of this Declaration, is to be undertaken by the Association and, prior to the Association's completion of such maintenance, repair or replacement, said Living Unit is damaged or destroyed by casualty, the Owner of said Living Unit shall look solely to the insurance on such Living Unit for the repair or reconstruction of his Living Unit.

## **ARTICLE XVIII**

### **PARTY WALLS**

Section 18.1. General Rules of Law to Apply. Each wall, including fence walls and common garage walls, which is built as a part of the original construction of a Living Unit upon the Property and placed on the dividing line between the Lots and each foundation wall upon which more than one Living Unit is built shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 18.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 18.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 18.4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act or omission causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Section 18.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE XIX

### ARBITRATION OF PARTY WALL DISPUTES

Section 19.1. Arbitration. All claims, demands, disputes, controversies, and differences that may arise under Article XVIII hereof concerning a party wall shall be settled by arbitration as herein set forth pursuant to Chapter 435 R.S.Mo., as amended.

Section 19.2. Selection of Arbitrators. Either party to a dispute concerning a party wall may, by written notice to the other within ten (10) days after receipt of such notice by the first party, appoint a second arbitrator, and in default of such second appointment the first arbitrator appointed shall be the sole arbitrator.

When two arbitrators have been appointed as hereinabove provided, they shall, if possible, agree on a third arbitrator and shall appoint him by written notice signed by both of them and a copy mailed to each party to the dispute within ten (10) days after such appointment.

In the event ten (10) days shall elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator as hereinabove provided, then either party to the dispute, or both, may be in writing, within fifteen (15) days after the original appointments, request the Association to appoint a third arbitrator.

Section 19.3. Arbitration Hearing and Award. On appointment of three (3) arbitrators as hereinabove provided, such arbitrators shall hold an arbitration hearing in St. Louis County, Missouri, within twenty (20) days after such appointments. At the hearing, the laws of evidence of the State of Missouri shall apply, and the three (3) arbitrators shall allow each party to present his case, evidence and witnesses, if any, in the presence of the other party, and shall render their award, including a provision for payment of costs and expenses of arbitration to be paid by one or both of the parties, as the arbitrators deem just.

Section 19.4. Finality of Award. The award of the majority of the arbitrators shall be binding on the parties, and judgment may be entered thereon in any court having jurisdiction.

## ARTICLE XX

### UTILITIES/JOINT CONNECTIONS

The rights and duties of the Owners of Lots and Living Units within the Property with respect to sewer, water, electricity, gas and telephone connections thereto shall be subject to the following conditions:

Section 20.1. Easements. Whenever connections of sanitary sewers, storm sewers, water, electricity, gas, telephone lines, television aerial lines, cable television lines or any other utilities are installed within the Property, and the connections, or any portion thereof, lie in or upon Lots or Living Units thereon owned by others than the Owner served by said connections, the Association and its employees, agents and contractors, as well as the utility companies and the Owners of any Lots or Living Units 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 the Lots within the Property 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, and further, if the Association deems the repair, replacement or maintenance of any such connection to be necessary or are requested by the Owner of a Lot or Living Unit served by any such connection to repair, replace or maintain the same, the Association shall have the right to repair, replace or maintain such connection and pay for such repair, replacement or maintenance out of the assessments collected by the Association under Article XI hereof; provided, however, that in the event that the repair, replacement or maintenance of the connection is necessitated by the act or omission of an Owner of a Lot or Living Unit served thereby, said Owner shall bear all of the cost of repair, replacement or maintenance in accordance with Section 20.2 hereof.

Section 20.2. Damage or Destruction; Fault. In the event any portion of any connection or line is obstructed, damaged or destroyed through the act or omission of any Owner of a Lot or Living Unit, or any of his agents, guests or members of his family, whether or not such act is negligent or the Owner is otherwise culpable, so as to deprive that Owner or any other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner who is responsible for such obstruction, damage or destruction shall forthwith proceed to replace or repair the same to as good a condition as existed prior to such destruction, damage or obstruction, at said Owner's sole cost and expense and without cost to the other Owners served by said connection, if any. If said Owner fails to promptly make such replacement or repair, then the Association shall have the right to do so and assess the costs thereof against said Owner's Lot and Living Unit, and said Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association 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 Lot and Living Unit and the personal obligation of said Owner, and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article XI hereof for other assessments by the Association.

Section 20.3. Damage or Destruction – No Fault. In the event any portion of any connection or line serving multiple Living Units or Lots is obstructed, damaged or destroyed by some cause other than the act or omission of any of the Owners being served by said connection, their agents, guests or members of their families (including ordinary wear and tear and deterioration from lapse of time), then in such event, if said obstruction, damage or destruction shall prevent the full use and enjoyment of said connection by the Owner of any Lot or Living Unit served by said connection, said Owner shall notify the Association and the Association shall proceed forthwith to replace or repair said connection to as good condition as formerly in accordance with the terms hereof.

Section 20.4. Restoration. In conjunction with any repair, replacement or maintenance of any connection, the premises thereby affected shall be restored to their condition prior to such repair, replacement or maintenance and the cost thereof borne as provided for the cost of repairs.

## ARTICLE XXI

### REMEDIES AND ENFORCEMENT

Section 21.1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed through the judicial system to prevent the occurrence or continuation of any violation of any provision of this Declaration.

Section 21.2. Suspension of Rights: The Association may suspend all of an Owner's voting rights for any period during which any assessment against such Owner or other sum payable by such Owner to the Association remains unpaid, or during the period of any continuing violation of the provisions of this Declaration or the Rules and Regulations. Suspension shall commence when an Owner is declared to be in violation of this Declaration or the Rules and Regulations by the Association and such suspension shall continue for an additional period not to exceed thirty (30) days after the violation has been cured to the reasonable satisfaction of the Association.

Section 21.3. Cumulative Remedies. Remedies listed herein are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy permitted by law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 21.4. Self-Help. In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Lot or Living Unit to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration or the Rules and Regulations. Unless an emergency situation exists (as reasonably determined by the Association), the Association shall give the violating Owner five (5) days written notice of its intent to exercise self-help. All costs of self-help, including attorneys' fees actually incurred, shall be assessed against the violating Owner and shall be collected as a specific assessment. Neither the Association nor its agents shall be deemed guilty in any manner of trespass.

Section 21.5. Attorneys Fees. The court, in any action relating to the terms and provisions of this Declaration between the Association and any other party, may award the Association expenses in prosecuting or defending such action, including reasonable attorneys' fees actually incurred. In the event the Declarant or Association shall bring suit against any Owner for a violation of any of the provisions of this Declaration, the cost of suit and attorneys' fees actually incurred will be assessed as costs against the Owner. The Association may include as a specific assessment to any violating Owner the cost of any effort before legal action to enforce provisions of this Declaration. In the event that any attorneys' fees and costs are not

paid by the Owner of said Living Unit within (30) days after the Association has assessed them specifically to the Owner of said Living Unit or within thirty (30) days after judgment for them has been rendered, then those fees and costs shall bear interest at the maximum legal rate. The Association may execute and acknowledge an instrument reciting this specific assessment and record it in the Office of the Recorder of Deeds for St. Louis County, Missouri. Thereupon the specific assessment shall become a continuing lien on the Lot and/or Living Unit of that Owner and shall bind the Owner, his heirs, successors and assigns.

Section 21.6. Fines. The Association may by resolution levy a fine of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day upon any Living Unit for the continuing violation of the Declaration or the Rules and Regulations by the Living Unit Owner or the Living Unit Owner's tenant or occupant. Such fine shall only be imposed after the Board has given the Owner at least two (2) days written notice that a hearing will be held to determine the existence of any violation and only after the Board determines at such hearing that a violation exists. Any unpaid fines shall constitute a lien against the Lot and/or Living Unit.

## ARTICLE XXII

### GENERAL PROVISIONS

Section 22.1. Duration. The covenants and conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Living Unit, his respective legal representatives, heirs, successors and assigns, for the duration of the Subdivision. In the event the Subdivision is vacated, fee simple title to the Common Ground shall vest in the then record Owners of all Lots and Living Units constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots or Living Units in the Subdivision, and any conveyance or change of ownership of any Lot or Living Unit shall carry with it ownership in the Common Ground so that none of the Owners of Lots and Living Units and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot or Living Unit, and any sale of any Lot or Living Unit shall carry with it without specifically mentioning it, all the incidents of ownership of the Common Ground; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association.

Section 22.2. Amendment. Subject to the provisions of Section 5.1.5 hereof, this Declaration may be amended upon the written consent of at least two-thirds (2/3) of the Members. Amendments to this Declaration shall become effective upon recordation in the St. Louis County Office of the Recorder of Deeds, unless a later effective date is specified in the recorded Amendment. This provision is subject to the provisions of Article V encompassing rights of Declarant.

Section 22.3. Severability. Every provision of this Declaration is declared to be independent of and severable from every other provision. If any provision shall be held by a

court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

Section 22.4. Captions and Gender. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions. Any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine and any reference to the singular shall include the plural.

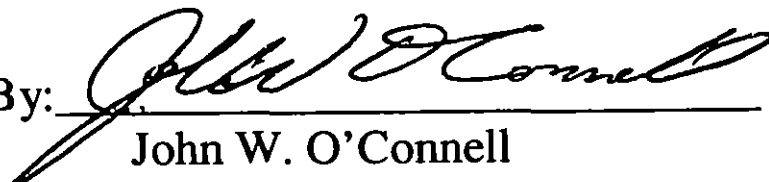
**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

[Signature on following page.]



GUNHAY, LLC

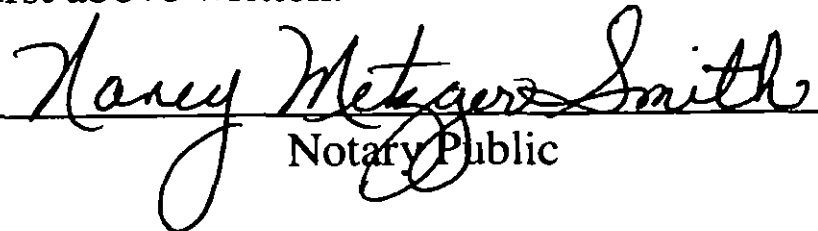
By:   
Michael J. Hejna  
Co-Managing Member

By:   
John W. O'Connell  
Co-Managing Member

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

On this 31st day of August, 2007, before me appeared Michael J. Hejna and John W. O'Connell, to me personally known, who, being by me duly sworn, did say that they are the Co-Managing Members of Gunhay, LLC, a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said company, by authority of its members; and said Michael J. Hejna and John W. O'Connell acknowledged said instrument to be the free act and deed of said company.

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

  
Notary Public

My commission expires:



CONSENT OF MORTGAGEE

The undersigned, holder of the following Deeds of Trust, recorded in the Office of the Recorder of Deeds within and for St. Louis, County, Missouri at the following Book(s) and Page number(s), to-wit:

Book 17137

Page 2709

does hereby consent to the foregoing Declaration of Residential Covenants and Conditions and Restrictions for THE RESERVE AT CHESTERFIELD VILLAGE and subordinate(s) the lien(s) of said Deed(s) of Trust thereto.

Dated SEP 12, 2007

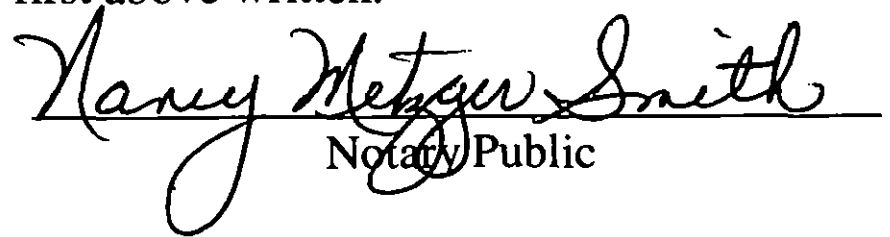


By: DAVID M. REINKING, V.P.

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

On this 12th day of SEPTEMBER, 07, before me appeared DAVID M. REINKING, to me personally known, who, being by me duly sworn, did say that (s)he is the VICE PRESIDENT of FIRST BANK, a \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said DAVID M. REINKING acknowledged said instrument to be the free act and deed of said corporation.

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

  
Notary Public

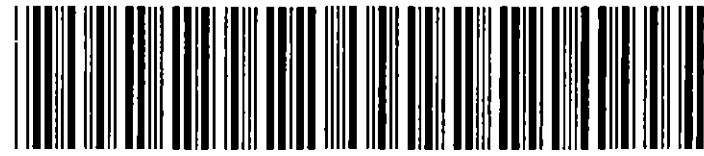
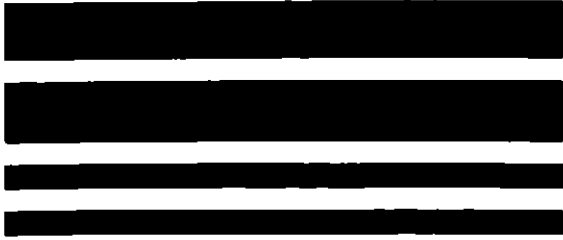
My commission expires:



**EXHIBIT A**

A tract of land being part of Lots 1, 2, 3 and 4 of the Subdivision of the John Long Estate in U.S. Survey 415. Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as:

Commencing at the Northeast corner of August Hill Drive, 60 feet wide; as dedicated by "August Hill Drive Road Dedication and Easement Plat", according to the plat thereof recorded in Plat Book 344 pages 365 and 366 of the St. Louis County Records: thence Westwardly along the North line of said August Hill Drive, 60 feet wide, along a curve to the left whose radius point bears South 19 degrees 23 minutes 58 seconds West 605.00 feet from the last mentioned point, a distance of 75.52 feet to the ACTUAL POINT OF BEGINNING; thence continuing Westwardly along the North line of said August Hill Drive, 60 feet wide, the following courses and distances: along a curve to the left whose radius point bears South 12 degrees 14 minutes 50 seconds West 605.00 feet from the last mentioned point, a distance of 460.94 feet, along a curve to the right whose radius point bears North 31 degrees 24 minutes 21 seconds West 545.00 feet from the last mentioned point, a distance of 204.56 feet, along a curve to the right whose radius point bears North 09 degrees 54 minutes 01 second West 84.50 feet from the last mentioned point, a distance of 148.59 feet and North 89 degrees 08 minutes 40 seconds West 1.00 feet to a point in the East line of Baxter Road, 82 feet wide, as dedicated by "Baxter Road - Road Dedication and Easement Plat" according to the plat thereof recorded in Plat Book 323, pages 51, 52 and 53 of the St. Louis County records: thence Northwardly along said East line the following courses and distances: along a curve to the left whose radius point bears North 89 degrees 08 minutes 40 seconds West 766.00 feet from the last mentioned point, a distance of 286.24 feet, North 20 degrees 33 minutes 16 seconds West 153.55 feet, along a curve to the right whose radius point bears North 69 degrees 26 minutes 44 seconds East 676.00 feet from the last mentioned point, a distance of 501.44 feet, North 21 degrees 56 minutes 47 seconds East 223.29 feet and along a curve to the left whose radius point bears North 68 degrees 03 minutes 13 seconds West 758.00 feet from the last mentioned point, a distance of 622.64 feet to a point; thence leaving said East line, North 67 degrees 34 minutes 56 seconds East 415.00 feet to a point; thence North 77 degrees 29 minutes 15 seconds East 499.99 feet to a point: thence South 39 degrees 38 minutes 55 seconds East 73.83 feet to a point; thence South 07 degrees 41 minutes 08 seconds East 50.00 feet to a point; thence South 41 degrees 08 minutes 50 seconds East 50.04 feet to a point; thence South 17 degrees 28 minutes 17 seconds East 64.79 feet to a point; thence South 07 degrees 05 minutes 22 seconds East 54.45 feet to a point; thence South 22 degrees 56 minutes 10 seconds East 81.68 feet to a point; thence South 43 degrees 37 minutes 03 seconds East 50.00 feet to a point; thence South 47 degrees 22 minutes 20 seconds West 50.00 feet to a point; thence South 02 degrees 41 minutes 26 seconds East, 79.06 feet to a point; thence South 21 degrees 19 minutes 57 seconds East, 196.40 feet to a point; thence South 4 degrees 44 minutes 00 seconds West, 180.02 feet to a point: thence South 25 degrees 21 minutes 50 seconds East, 64.33 feet to a point; thence South 7 degrees 40 minutes 27 seconds West, 66.02 feet to a point; thence South 06 degrees 38 minutes 09 seconds East 54.65 feet to a point; thence South 30 degrees 37 minutes 17 seconds East, 111.82 feet to a point; thence South 47 degrees 17 minutes 17 seconds West, 139.33 feet to a point: thence South 44 degrees 14 minutes 44 seconds West, 50.00 feet to a point; thence South 41 degrees 46 minutes 57 seconds West; 50.00 feet to a point; thence South 39 degrees 29 minutes 15 seconds West, 58.86 feet to a point: thence South 22 degrees 42 minutes 43 seconds West, 58.57 feet to a point; thence South 9 degrees 17 minutes 25 seconds East, 157.80 feet to a point; thence South 19 degrees 42 minutes 59 seconds West, 117.25 feet to a point; thence South 26 degrees 32 minutes 59 seconds West: 118.87 feet to a point; thence South 35 degrees 05 minutes 32 seconds West, 143.26 feet to a point; thence South 13 degrees 06 minutes 06 seconds West. 54.92 feet to the actual point of beginning and containing 43.279 acres more or less.



\* 2 0 0 8 0 3 2 4 0 0 5 6 8 \*

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

TYPE OF INSTRUMENT      GRANTOR      TO      GRANTEE  
**AMDT      GUNHAY LLC**

PROPERTY DESCRIPTION:      **JOHN LONG ESTATES LOT PT 1 2 3 4**

Lien Number

Notation  
**X**

Locator

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

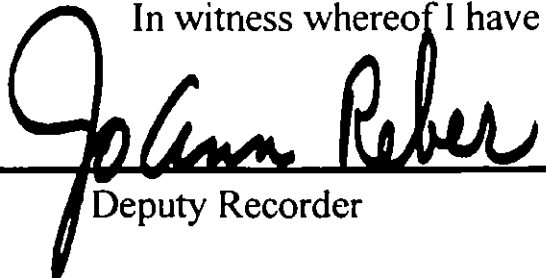
**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

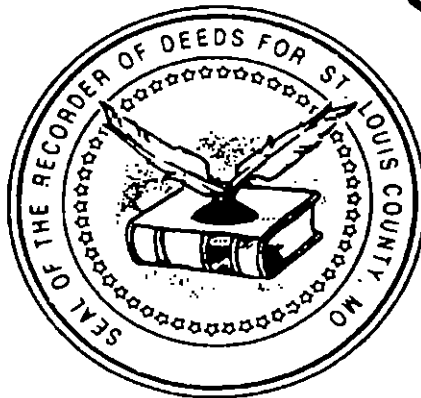
STATE OF MISSOURI )  
                                  SS.  
COUNTY OF ST. LOUIS )


Document Number  
**568**

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 24 day of March 2008 at 11:23 AM and is truly recorded in the book and at the page number printed above.

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

  
Deputy Recorder



  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

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

Destination code: 1      P

RECORDING FEE \$36.00  
(Paid at the time of Recording)

6

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*(Space above reserved for Recorder of Deeds certification)*

1. Title of Document: **First Amendment to Master Declaration of Condominium of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village.**
  2. Date of Document: March 10, 2008.
  3. Grantor(s): **Gunhay, LLC, a Missouri limited liability company.**
  4. Grantee(s): **None.**
  5. Grantor(s) Mailing Address(s): **C/O Hayden Homes, Inc., 7 The Pines Court, St. Louis, MO 63141**
  6. Legal Description: **See Exhibit A.**
  7. References: **Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village, recorded October 8, 2007 in Book 17694 at Page 1239.**
-

**FIRST AMENDMENT TO  
MASTER DECLARATION OF RESIDENTIAL  
COVENANTS AND CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT CHESTERFIELD VILLAGE**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF RESIDENTIAL COVENANTS AND CONDITIONS AND RESTRICTIONS FOR THE RESERVE AT CHESTERFIELD VILLAGE (this "Amendment") is made as of the 10<sup>th</sup> day of March, 2008, by the party hereto regarding the property known as The Reserve at Chesterfield Village (the "Subdivision") located in the City of Chesterfield, Missouri as further described below .

R E C I T A L S:

A. The Subdivision is legally described on the attached Exhibit A, and is also referred to herein as the "Property."

B. Gunhay, LLC, a Missouri limited liability company, is the declarant ("Declarant") in that certain Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village recorded with the Recorder of Deeds for St. Louis County, Missouri (the "Recorder") on October 8, 2007 in Book 17694 at page 1239, including as it may be further amended from time to time (the "Declaration")

C. Declarant has the right to make this Amendment according to Section 5.1.5 of the Declaration, which allows Declarant to amend the Declaration as set forth in this Amendment at any time prior to ten (10) years from the date of recording the Declaration or until sixty (60) days after Declarant has closed upon and conveyed all Living Units in the Property to third party purchasers, whichever shall first occur, and neither of which has occurred as of the date hereof.

D. The Declarant desires to amend the Declaration as set forth below.

NOW, THEREFORE, the Declaration is hereby amended as follows.

1. All capitalized terms herein shall be as defined in the Declaration unless otherwise indicated in this Amendment. For purposes of this Amendment, the term "Master Association" shall mean the The Reserve at Chesterfield Village Homeowners Association, as formed pursuant to the Declaration. For purposes of this Amendment, the term "Condominium Association" shall mean any and all associations formed pursuant to the Missouri Uniform Condominium Act to serve as an association for Condominium Units, as described in the Declaration.

2. A new subsection 5.1.7 is hereby added to Section 5.1 (Reservations by Declarant) of Article V (Declarant Rights) as follows:

5.1.7. Initiation Fee Declarant shall have the right to charge a one-time initiation fee ("Initiation Fee") for each Living Unit, which shall be due at closing of the initial sale of the Living Unit; provided, however, the Initiation Fee shall not be charged

on any conveyance from Declarant to an entity that is related to or affiliated with Declarant, or to an assignee under an Assignment of Declarant's rights by Declarant. The Initiation Fee is in addition to the first regular assessment (as it may be prorated), and shall be used by the recipient association (as further described below) as part of the general funds of such association. The Initiation Fee shall be payable by the new Owner as follows: (i) All Owners of a Living Unit, including a Condominium Unit, shall pay the amount of two times the monthly assessment, as prorated from the current annual assessment amount, to the Master Association for each such Living Unit purchased; and (ii) all Owners of a Condominium Unit shall in addition pay the amount of two times the current monthly assessment to the Condominium Association for each such Condominium Unit purchased.

3. Except as modified herein, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date set forth above.

DECLARANT:

GUNHAY, LLC

By: [Signature]  
Michael J. Hejna  
Co-Managing Member

By: [Signature]  
John W. O'Connell  
Co-Managing Member

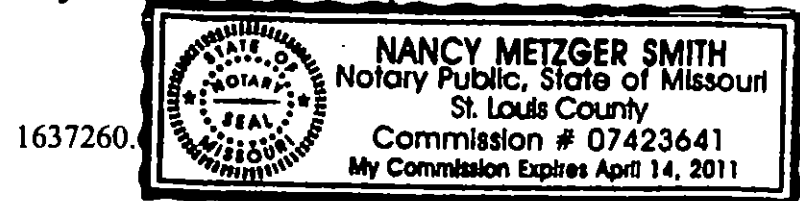
STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF ST. LOUIS    )

On this 10th day of MARCH, 2008, before me appeared Michael J. Hejna and John W. O'Connell, to me personally known, who, being by me duly sworn, did say that they are the Co-Managing Members of Gunhay, LLC, a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said company, by authority of its members; and said Michael J. Hejna and John W. O'Connell acknowledged said instrument to be the free act and deed of said company.

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.

[Signature]  
Notary Public

My commission expires:



**EXHIBIT A TO  
FIRST AMENDMENT TO  
MASTER DECLARATION OF RESIDENTIAL  
COVENANTS AND CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT CHESTERFIELD VILLAGE**

**LEGAL DESCRIPTION OF  
THE PROPERTY**

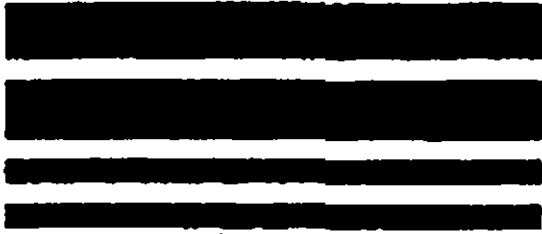
(See attached.)



**EXHIBIT A**

A tract of land being part of Lots 1, 2, 3 and 4 of the Subdivision of the John Long Estate in U.S. Survey 415. Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as:

Commencing at the Northeast corner of August Hill Drive, 60 feet wide; as dedicated by "August Hill Drive Road Dedication and Easement Plat", according to the plat thereof recorded in Plat Book 344 pages 365 and 366 of the St. Louis County Records: thence Westwardly along the North line of said August Hill Drive. 60 feet wide, along a curve to the left whose radius point bears South 19 degrees 23 minutes 58 seconds West 605.00 feet from the last mentioned point, a distance of 75.52 feet to the ACTUAL POINT OF BEGINNING; thence continuing Westwardly along the North line of said August Hill Drive, 60 feet wide, the following courses and distances: along a curve to the left whose radius point bears South 12 degrees 14 minutes 50 seconds West 605.00 feet from the last mentioned point, a distance of 460.94 feet, along a curve to the right whose radius point bears North 31 degrees 24 minutes 21 seconds West 545.00 feet from the last mentioned point, a distance of 204.56 feet, along a curve to the right whose radius point bears North 09 degrees 54 minutes 01 second West 84.50 feet from the last mentioned point, a distance of 148.59 feet and North 89 degrees 08 minutes 40 seconds West 1.00 feet to a point in the East line of Baxter Road, 82 feet wide, as dedicated by "Baxter Road - Road Dedication and Easement Plat" according to the plat thereof recorded in Plat Book 323, pages 51, 52 and 53 of the St. Louis County records: thence Northwardly along said East line the following courses and distances: along a curve to the left whose radius point bears North 89 degrees 08 minutes 40 seconds West 766.00 feet from the last mentioned point, a distance of 286.24 feet, North 20 degrees 33 minutes 16 seconds West 153.55 feet, along a curve to the right whose radius point bears North 69 degrees 26 minutes 44 seconds East 676.00 feet from the last mentioned point, a distance of 501.44 feet, North 21 degrees 56 minutes 47 seconds East 223.29 feet and along a curve to the left whose radius point bears North 68 degrees 03 minutes 13 seconds West 758.00 feet from the last mentioned point, a distance of 622.64 feet to a point; thence leaving said East line, North 67 degrees 34 minutes 56 seconds East 415 00 feet to a point; thence North 77 degrees 29 minutes 15 seconds East 499.99 feet to a point: thence South 39 degrees 38 minutes 55 seconds East 73.83 feet to a point; thence South 07 degrees 41 minutes 08 seconds East 50.00 feet to a point; thence South 41 degrees 08 minutes 50 seconds East 50.04 feet to a point; thence South 17 degrees 28 minutes 17 seconds East 64.79 feet to a point; thence South 07 degrees 05 minutes 22 seconds East 54.45 feet to a point; thence South 22 degrees 56 minutes 10 seconds East 81.68 feet to a point; thence South 43 degrees 37 minutes 03 seconds East 50.00 feet to a point; thence South 47 degrees 22 minutes 20 seconds West 50.00 feet to a point; thence South 02 degrees 41 minutes 26 seconds East, 79.06 feet to a point; thence South 21 degrees 19 minutes 57 seconds East, 196.40 feet to a point; thence South 4 degrees 44 minutes 00 seconds West, 180.02 feet to a point: thence South 25 degrees 21 minutes 50 seconds East, 64.33 feet to a point; thence South 7 degrees 40 minutes 27 seconds West, 66.02 feet to a point; thence South 06 degrees 38 minutes 09 seconds East 54.65 feet to a point; thence South 30 degrees 37 minutes 17 seconds East, 111.82 feet to a point; thence South 47 degrees 17 minutes 17 seconds West, 139.33 feet to a point: thence South 44 degrees 14 minutes 44 seconds West, 50.00 feet to a point; thence South 41 degrees 46 minutes 57 seconds West; 50.00 feet to a point; thence South 39 degrees 29 minutes 15 seconds West, 58.86 feet to a point: thence South 22 degrees 42 minutes 43 seconds West, 58.57 feet to a point; thence South 9 degrees 17 minutes 25 seconds East, 157.80 feet to a point; thence South 19 degrees 42 minutes 59 seconds West, 117.25 feet to a point; thence South 26 degrees 32 minutes 59 seconds West: 118.87 feet to a point; thence South 35 degrees 05 minutes 32 seconds West, 143.26 feet to a point; thence South 13 degrees 06 minutes 06 seconds West. 54.92 feet to the actual point of beginning and containing 43.279 acres more or less.



\* 2011050500206 \*

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

TYPE OF INSTRUMENT  
**AMDT**

GRANTOR  
**GUNHAY LLC**

TO

GRANTEE

PROPERTY DESCRIPTION:

Lien Number

Notation

Locator

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

**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

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

Document Number  
**00206**

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 12 pages, (this page inclusive), was filed for record in my office on the 5 day of May 2011 at 08:45AM and is truly recorded in the book and at the page number printed above.

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

JDK  
Deputy Recorder



*Janice M. Hammonds*

St. Louis County, Missouri

Mail to:

PGP  
MO

Destination code: VC M

RECORDING FEE 54.00  
(Paid at the time of Recording)

1) ✓

PGP Title Company  
16640 Chesterfield Grove Rd, #200  
Chesterfield, Missouri 63005

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*(Space above reserved for Recorder of Deeds certification)*

1. *Title of Document:* **Second Amendment to Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village.**
  2. *Date of Document:* **April 26, 2011.**
  3. *Grantor(s):* **Gunhay, LLC, a Missouri limited liability company.**
  4. *Grantee(s):* **None.**
  5. *Grantor(s) Mailing Address(s):* **C/O Gundaker Commercial  
100 Chesterfield Business Parkway  
St. Louis, MO 63005**
  6. *Legal Description:* **See Exhibit A.**
  7. *References:* **Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village, recorded October 8, 2007 in Book 17694 at Page 1239;  
First Amendment to Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village, recorded in Book 17826 at Page 4995.**
-

**SECOND AMENDMENT TO  
MASTER DECLARATION OF RESIDENTIAL  
COVENANTS AND CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT CHESTERFIELD VILLAGE**

THIS SECOND AMENDMENT TO MASTER DECLARATION OF RESIDENTIAL COVENANTS AND CONDITIONS AND RESTRICTIONS FOR THE RESERVE AT CHESTERFIELD VILLAGE (this "**Amendment**") is made as of the 26<sup>th</sup> day of April, 2011, by the party hereto regarding the property known as The Reserve at Chesterfield Village (the "**Subdivision**") located in the City of Chesterfield, Missouri as further described below .

RECITALS:

A. The Subdivision is legally described on the attached **Exhibit A**, and is also referred to herein as the "Property."

B. Gunhay, LLC, a Missouri limited liability company, is the declarant ("**Declarant**") in that certain Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village recorded with the Recorder of Deeds for St. Louis County, Missouri (the "**Recorder**") on October 8, 2007 in Book 17694 at Page 1239, as amended by that certain First Amendment to Master Declaration of Residential Covenants and Conditions and Restrictions for The Reserve at Chesterfield Village recorded with the Recorder in Book 17826 at Page 4995, and including as such declarations may be further amended from time to time and recorded with the Recorder (collectively, the "**Declaration**").

C. Declarant has the right to make this Amendment according to Section 5.1.5 of the Declaration, which allows Declarant to amend the Declaration as set forth in this Amendment at any time prior to ten (10) years from the date of recording the Declaration or until sixty (60) days after Declarant has closed upon and conveyed all Living Units in the Property to third party purchasers, whichever shall first occur, and neither of which has occurred as of the date hereof.

D. The Declarant desires to amend the Declaration as set forth below.

NOW, THEREFORE, the Declaration is hereby amended as follows.

1. All capitalized terms herein shall be as defined in the Declaration unless otherwise indicated in this Amendment.

2. For purposes of this Amendment and the Declaration, the following term shall be defined as hereinafter set forth, and the Article I of the Declaration hereby is amended by adding the following additions definitions to said Article I, to-wit:

A. "**Master Association**" shall mean The Reserve at Chesterfield Village Homeowners Association, as formed pursuant to the Declaration.

B. "**Condominium Association**" shall mean any and all associations formed pursuant to the Missouri Uniform Condominium Act to serve as an association for Condominium Units within the Subdivision.

C. "**Living Unit**" shall mean and refer to any building or portion of a building on the

Property designed and intended for independent, one-family residential use, including without limitation a Condominium Unit and a Single Family Detached Home.

D. **“Sub-Association”** shall mean any and all associations formed within the Subdivision to administer and govern portions of the Subdivision other than the Condominium Units, such as, without limitation, the Single Family Attached Homes and the Single Family Detached Homes.

3. The Article V, which is titled “Declarant Rights” is hereby amended to add the following new Sections:

Section 5.3. Formation of Additional Associations. Declarant reserves the right to form one or more Condominium Associations, and one or more Sub-Associations to carry out the provisions of the Declaration with respect to portions of the Subdivision, including without limitation Condominium Units, the Single Family Attached Homes and the Single Family Detached Homes. The Board of the Master Association may delegate its duties regarding such portions of the Subdivision to a Condominium Association or a Sub-Association as the Board deems reasonable and appropriate in its sole discretion. Upon formation of a Condominium Association or a Sub-Association, the bylaws of such association shall specify the powers and duties thereof, and unless indicated to the contrary in such bylaws the Board of the Master Association shall be deemed to have delegated its authority with respect to such powers and duties specified for the portion of the Subdivision for which the Sub-Association or Condominium Association is established.

Section 5.4. Waiver of Assessments. Declarant reserves the right to waive or defer, in total or in part, assessments, Initiation Fees, or other costs, expenses or fees, on any Lot or Living Unit, including without limitation for unimproved Lots and Living Units conveyed to builders, and for model homes and model condominium units. Such waivers or deferrals shall be on a case-by-case basis, and shall be as authorized in writing by Declarant.

4. The Section 5.17 of the Declaration (added to the Declaration by the First Amendment to the Declaration) hereby is amended by adding the foregoing to the end of said Section 5.17, to-wit: “Notwithstanding the foregoing Clause (i) of this Section 5.17, for any Initiation Fee which is due and payable after the date of the Second Amendment to the Declaration, the amount of the Initiation Fee payable under the foregoing Clause (i) shall be the fixed sum of Five Hundred Dollars (\$500).”

5. Article VII, which is titled “Rights and Obligations of the Association” is hereby amended to add the following new Section:

Section 7.4. Common Retaining Walls. All retaining walls installed anywhere on the Property by Declarant (or by any successor declarant), or by the Association, or by any builder of a residence in the Subdivision, are and shall be the property of and owned by the Association (the “Common Retaining Walls”). The Association, through the Board of Directors, shall be responsible for the exclusive management and control of said Common Retaining Walls, and shall keep them in good, clean, attractive and sanitary condition, order and repair. Such obligations and maintenance shall include, without limitation, all necessary or appropriate

repair, maintenance, replacement and reconstruction of said Common Retaining Walls.

6. The Section 8.1.19 of Article VIII, which is titled "Board of Directors Powers and Duties," is hereby entirely deleted and replaced with the following:

Section 8.1.19. Establish and maintain such reserve and contingency funds as the Board may deem necessary or appropriate, including, without limitation, for improvements and/or replacements related to the Subdivision easements and Common Grounds, and to assure the availability of funds for unanticipated or extraordinary expenses.

7. The Article XI of the Declaration, which is titled "Assessments and Collection," is hereby amended as follows.

- A. The Section 11.1 of the Declaration is hereby entirely deleted and replaced with the following:

Section 11.1. Purpose of Assessment. The assessments described in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Lots and Living Units in the Subdivision, including without limitation the maintenance of the personal property and the real property and improvements thereon constituting the Common Ground(s). This Article XI is subject to the provisions of Article V encompassing rights of the Declarant.

- B. The Sections 11.2 and 11.2.1 through 11.2.5 are hereby entirely deleted and replaced with the following:

Section 11.2. Common Expenses. Common expenses shall include but not be limited to:

Section 11.2.1. Expenses of administration, maintenance, insurance, repair, replacement or improvements of the Subdivision easements and Common Ground(s) as specifically set forth in the Declaration, or such other projects as deemed necessary and appropriate by the Board of Directors;

Section 11.2.2. Expenses declared to be common expenses by the Declaration or agreed upon as common expenses by the Board of Directors;

Section 11.2.3. Repayment of debt incurred by the Association;

Section 11.2.4. [Reserved]

Section 11.2.5. Such reserve and contingency funds in the amounts and for purposes as the

Board may deem necessary or appropriate, including, without limitation, for improvements and/or replacements related to the Subdivision easements and Common Grounds, and to assure the availability of funds for unanticipated or extraordinary expenses.

- C. The Section 11.6 is hereby entirely deleted and replaced with the following:

Section 11.6. Specific Assessments. The Board of Directors may also levy a specific assessment against any Member, Owner, Lot and Living Unit for costs to reimburse the Association for costs incurred in bringing the Member, Owner and/or his Lot or Living Unit into compliance with the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association.

8. The Article XIV of the Declaration, which is titled "Maintenance and Repairs by Owner," is hereby amended as follows:

- A. The existing single paragraph of this Article XIV is hereby entirely deleted.
- B. The following Sections are hereby added:

Section 14.1. Standard of Maintenance. Each Owner shall maintain his or her Lot and Living Unit in neat and good quality condition and in accordance with the terms of this Declaration, the Rules and Regulations of the Association (as they exist from time to time), the building maintenance standards and requirements adopted by the Association (as they exist from time to time), and the landscaping maintenance standards and requirements adopted by the Association (as they exist from time to time), and to perform all necessary or appropriate repairs thereto. Failure to so maintain a Lot or Living Unit shall constitute a violation of the Declaration, which shall entitle the Board to the procedures, rights and remedies and described in Article XVII of the Declaration.

Section 14.2. Owner Obligations. Each Owner shall perform all maintenance and repairs to his or her Lot and Living Unit that are not required to be performed by the Association pursuant to the provisions of this Declaration.

9. The Article XV of the Declaration, which is titled "Use Restrictions," is hereby amended as follows:

- A. The Section 15.4 is hereby entirely deleted and replaced with the following:

Section 15.4. Maintenance of Lots and Living Units by Owner. Except for the items specifically provided by the Association, or a Condominium Association or a Sub-Association, each Owner shall maintain, repair and replace at his own cost all portions of his Lot and Living Unit (including all areas or facilities exclusively reserved for such Living Unit) in good order and repair, and shall do nothing which will prejudice the structural integrity or increase the rate of insurance on the improvements or which would be in violation of law. The maintenance, repair

and replacement obligations of each Owner include the entire Living Unit (interior and exterior) owned by the Owner, including but not limited to: (i) foundation, exterior walls, roof and structural elements; (ii) all utility lines, facilities and services, and all electrical systems, plumbing systems and mechanical systems and equipment, including air conditioning and heating equipment (including any facility and connection required to provide utility service to serve the Living Unit and no other); (iii) painting, decorating, finishing, repairing, replacing and otherwise maintaining interior surfaces of perimeter walls, interior walls, ceilings and floors of the Living Unit; and (iv) replacing all doors (including garage doors), screens, windows and plate glass installations (including glass doors) forming a portion of the perimeter of the Living Unit. Notwithstanding the foregoing, in no event shall an Owner make any alteration, decoration, repair, replacement, change or paint, nor place any screen or other enclosure on any deck, balcony or patio or any other parts of the Lot or Living Unit or Common Ground(s) without the prior written approval of the Association.

B. The Section 15.4.1 is hereby entirely deleted in its entirety.

C. The Section 15.22 is hereby entirely deleted and replaced with the following:

Section 15.22. Fences; Storage Areas; Awnings/Screens. No fencing, fencing of patios, or storage areas of any type shall be erected or maintained on any Lot or Living Unit without the prior written approval of the Association and subject to applicable Rules and Regulations of the Association. The Association shall have the power to promulgate such Rules and Regulations as it deems necessary permitting the erection, installation, construction and maintenance of so called "invisible fences" upon any Lot and regulating the placement and/or location thereof. Each Owner that installs an "invisible fence" shall be solely responsible for its care and maintenance. Each Owner that installs or otherwise maintains or permits the use and/or operation of an "invisible fence" on its Lot hereby expressly releases the Association, its Board of Directors, agents, employees and contractors from any and all damages, losses, claims and/or expenses of any nature whatsoever arising from or out of the care and maintenance provided by the Association on or in any Lot, Living Unit or Common Ground. Upon prior approval of the Association, awnings and screening of rear decks or patios may be permitted.

D. The Section 15.27 is hereby entirely deleted and replaced with the following:

Section 15.27. Lot Restrictions. The Association shall have the power to promulgate such Rules and Regulations not inconsistent with the provisions of this Declaration as it deems necessary to maintain standards of building and landscaping maintenance. The Association hold complete authority on all aesthetic building and landscape decisions for each Lot.

10. The Article XVI, which is entitled "Easements," is hereby amended as follows.

A. The Section 16.2 is hereby entirely deleted and replaced with the following:

[Empty box for replacement text]



Section 16.2. Maintenance Easements. The Declarant does hereby give, grant extend and confer to the Association, its successors, assigns, employees, contractors, agents, licensees and invitees, an easement to landscape, maintain, repair, reconstruct and improve the Common Grounds, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, subject to the following conditions and limitations.

B. The Section 16.5 is hereby entirely deleted and replaced with the following:

Section 16.5. Easements in Gross. The Property and each Living Unit shall be subject to a perpetual easement in gross to the Association, its successors, assigns, employees, contractors, agents, licensees and invitees, for ingress and egress to perform the Association's obligations and duties as required by the Declaration.

11. The Article XVII, which is entitled "Maintenance," is hereby amended as follows.

A. The Section 17.1 is hereby entirely deleted and replaced with the following:

Section 17.1. Association's Responsibility. The Association shall maintain, keep in good repair and replace the Subdivision entrance monument, the Subdivision Common Ground(s), the Common Retaining Walls, and other projects and improvements of the Association within the Subdivision. All maintenance, repair and replacement items and activities provided by the Association shall be funded by the Association assessments; provided, however, that in the event that any repair or replacement is caused by the negligence or destruction of an Owner, then such costs shall be charged to such Owner as a specific assessment in addition to all other assessments of such Owner.

B. The Section 17.2, the Section 17.2.1 and the Section 17.2.3 are hereby entirely deleted in their entirety.

C. The Section 17.2.2 is hereby entirely deleted and replaced with the following:

Section 17.2.2. The Association will maintain, repair and replace a system installed by the Declarant, or its assigns, for irrigating the landscaped portions of the Common Grounds. The Association has no obligation to install, maintain, repair or replace any private irrigation system designed to irrigate planting beds on any Lot. An Owner may install, after prior approval of the Association, upon his Lot such devices as the Owner desires for purposes of irrigating the planting beds located on such Lot; provided, any such irrigation device shall only be connected to utilities metered to such Lot and in no event shall such irrigation device be connected to utilities metered or billed to the Association. Any Owner installing such an irrigation device shall be solely responsible for the maintenance, repair or replacement of the same.

D. The Section 17.4.2 is hereby entirely deleted and replaced with the following:

Section 17.4.2. Each Owner covenants and agrees that if such Owner fails to comply with the provisions of the Declaration, the Association shall have the right, without being deemed guilty of trespass, to enter upon the Lot or Living Unit to provide any maintenance, repair or replacement. The cost of all such maintenance, repair and replacement may be charged as a specific assessment to the Lot and Owner, and may be collected as set forth in Article XI of the Declaration.

12. Promptly after the execution of this Amendment, the Association shall prepare and adopt a new Association budget for the balance of calendar year 2011, reflecting the changes to the Declaration pursuant to this Amendment, including (but not limited to) the changes in the Association's duties, obligations and responsibilities with respect to the maintenance of the Lots and Living Units established by this Amendment. The previously levied annual and monthly assessments against the Lots under this Declaration for calendar year 2011 shall be prorated to the date of this Amendment; and, promptly after the execution of this Amendment, the Association shall establish and levy new annual and monthly assessments against the Lots based on the new Association budget adopted for the balance of calendar year 2011; such new assessments to be prorated from the date of this Amendment and levied for the balance of calendar year 2011.


13. Except as modified herein, all other provisions of the Declaration shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date set forth above.

DECLARANT:

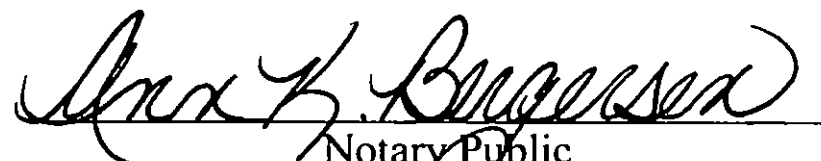
GUNHAY, LLC

By:   
Michael J. Hejna  
Managing Member

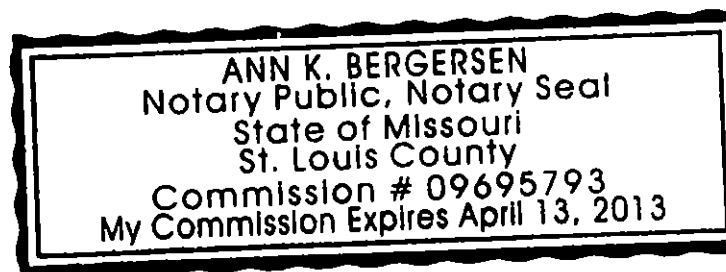
STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF ST. LOUIS    )

On this 26<sup>th</sup> day of April, 2011, before me appeared Michael J. Hejna, to me personally known, who, being by me duly sworn, did say that he is the Managing Members of Gunhay, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said company, by authority of its members; and said Michael J. Hejna acknowledged said instrument to be the free act and deed of said company.

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

  
Notary Public

My commission expires: 4/13/13



**EXHIBIT A**  
**To Second Amendment To Master Declaration Of Residential  
Covenants And Conditions For The Reserve At Chesterfield Village**

**LEGAL DESCRIPTION OF THE PROPERTY**

(See attached.)

**EXHIBIT A**

A tract of land being part of Lot 1, 2, 3 and 4 of the Subdivision of the West part of U.S. Survey 415, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as:

Commencing at the Northeast corner of August Hill Drive, 60 feet wide, as dedicated by "August Hill Drive Road Dedication and Easement Plat," according to the plat thereof recorded in Plat Book 344, page 365 and 366 of the St. Louis County Records; thence Westwardly along the North line of said August Hill Drive, 60 feet wide, along a curve to the left whose radius point bears South 19 degrees 23 minutes 58 seconds West 605.00 feet from the last mentioned point, a distance of 51.30 feet to the ACTUAL POINT OF BEGINNING; thence continuing Westwardly along the North line of said August Hill Drive, 60 feet wide, the following courses and distances: along a curve to the left whose radius point bears South 14 degrees 32 minutes 29 seconds West 605.00 feet from the last mentioned point, a distance of 485.17 feet, along a curve to the right whose radius point bears North 31 degrees 24 minutes 21 seconds West 545.00 feet from the last mentioned point, a distance of 204.56 feet, along a curve to the right whose radius point bears North 9 degrees 54 minutes 01 seconds West 84.50 feet from the last mentioned point, a distance of 148.59 feet and North 89 degrees 08 minutes 40 seconds West 1.00 feet to a point in the East line of Baxter Road, 82 feet wide, as dedicated by "Baxter Road, Road Dedication and Easement Plat," according to the plat thereof recorded in Plat Book 323, pages 51, 52 and 53 of the St. Louis County Records; thence Northwardly along said East line the following courses and distances: along a curve to the left whose radius point bears North 89 degrees 08 minutes 40 seconds West 766.00 feet from the last mentioned point, a distance of 286.24 feet, North 20 degrees 33 minutes 16 seconds West 153.55 feet, along a curve to the right whose radius point bears North 69 degrees 26 minutes 44 seconds East 676.00 feet from the last mentioned point, a distance of 501.44 feet, North 21 degrees 56 minutes 47 seconds East 223.29 feet and along a curve to the left whose radius point bears North 68 degrees 03 minutes 13 seconds West 758.00 feet from the last mentioned point, a distance of 622.64 feet to a point; thence leaving said East line, North 67 degrees 34 minutes 56 seconds East 415.00 feet to a point; thence North 77 degrees 29 minutes 15 seconds East 499.99 feet to a point; thence South 39 degrees 38 minutes 55 seconds East 73.83 feet to a point; thence South 7 degrees 41 minutes 08 seconds East 50.00 feet to a point; thence South 41 degrees 08 minutes 50 seconds East 50.04 feet to a point; thence South 17 degrees 28 minutes 17 seconds East 64.79 feet to a point; thence South 7 degrees 05 minutes 22 seconds East 54.45 feet to a point; thence South 22 degrees 56 minutes 10 seconds East 81.68 feet to a point; thence South 43 degrees 37 minutes 03 seconds East 50.00 feet to a point; thence South 47 degrees 22 minutes 20 seconds West 30.12 feet to a point; thence South 22 degrees 36 minutes 09 seconds East 284.70 feet to a point; thence South 4 degrees 26 minutes 22 seconds West 308.37 feet to a point; thence South 34 degrees 05 minutes 12 seconds East 69.90 feet to a point; thence South 12 degrees 48 minutes 30 seconds East 119.77 feet to a point; thence South 35 degrees 05 minutes 15 seconds West 104.64 feet to a point; thence South 50 degrees 03 minutes 41 seconds West 71.77 feet to a point; thence South 31 degrees 29 minutes 22 seconds West 161.74 feet to a point; thence South 5 degrees 11 minutes 52 seconds East 172.32 feet to a point; thence South 26 degrees 50 minutes 41 seconds West 186.39 feet to a point; thence South 32 degrees 49 minutes 31 seconds West 62.11 feet to a point; thence South 32 degrees 57 minutes 36 seconds West 166.87 feet to the actual point of beginning and containing 44,940 acres according to calculations by Volz Incorporated on November 2, 2005.