
RESTATEMENT OF DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR

CEDAR SPRINGS SUBDIVISION

TOWN & COUNTRY, MISSOURI

DATE: November 4, 1992

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CEDAR SPRINGS SUBDIVISION

TOWN & COUNTRY, MISSOURI

DATE: NOVEMBER 4, 1992

WHEREAS, a restrictive agreement was made and entered into the 16th day of January, 1985, by and between Community Savings Service Corporation, a Missouri corporation ("Grantor"), and Lution B. Hill, Gerald Olsen and David N. Jones as Trustees ("Trustees"), and recorded in Book 7812, Page 147, of the official records of the Recorder of Deeds of St. Louis County, Missouri, as amended by instrument recorded in Book 8504, Page 355 of the official records of the Recorder of Deeds of St. Louis County, Missouri, and as may have been further amended ("Initial Declaration"); and

WHEREAS, Grantor was the owner of a tract of land situated in the County of St. Louis, Missouri, described in Exhibit "A" of said Initial Declaration; said Exhibit is incorporated herein by reference and attached hereto as Exhibit "A;"and

WHEREAS, Grantor created on said tract of land a subdivision under the name of Cedar Springs Subdivision ("Cedar Springs" or "Subdivision"), according to the plat thereof recorded at Plat Book 208, Pages 48-49, Plat Book 212, Page 20, and Plat Book 214, Page 31 ("Plat") of the official records of the Recorder of Deeds of St. Louis County, Missouri; and

WHEREAS, common land for park and recreational areas has been reserved in the Plat of Cedar Springs, and there has been designated, established and recited on such Plats certain streets, common land and easements which are for the exclusive use and benefit of the residents of Cedar Springs, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating sidewalks, sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit for the residents of Cedar Springs, all the foregoing being subject to the Initial Declaration; and

WHEREAS, it was the purpose and intention of the Initial Declaration to preserve said tract of land, subdivided as aforesaid, as a restricted neighborhood and to protect the same against certain uses by the adoption of the Initial Declaration, and to apply the plan contained in the Initial Declaration to all of said land described herein, including all common land, and mutually to benefit and restrict the residents of Cedar Springs and to foster their health and welfare; and

WHEREAS, all reservations, limitations, conditions, easements and covenants contained in the Initial Declaration are jointly and severally provided for the benefit of all persons who may purchase, hold or reside upon the tract covered by the Initial Declaration; and

WHEREAS, Section 4 of Article XV of the Initial Declaration authorizes the Lot Owners to amend said Initial Declaration as provided therein; and

WHEREAS, the Lot Owners of the Cedar Springs Subdivision desire to restate the aforesaid purposes of the Initial Declaration and to amend the Initial Declaration, as herein set forth.

NOW THEREFORE, the Lot Owners of the Cedar Springs Subdivision, pursuant to the authority and procedure to amend the Initial Declaration as set forth in the Initial Declaration do hereby amend the Initial Declaration as follows:

The Declaration of Covenants, Conditions and Restrictions of Cedar Springs Subdivision, as amended, and all promulgations thereunder, are hereby deleted in their entirety, and a Restatement of Declaration of Covenants, Conditions and Restrictions of Cedar Springs Subdivision is substituted in lieu thereof as follows:

ARTICLE I **DEFINITIONS**

1.1 "Association" means Cedar Springs Homeowners' Association, a not-for-profit corporation; the successor to the Trustees of Cedar Springs Subdivision;

1.2 "Board of Directors" or "Board" means the body designated to act on behalf of the Association and shall be deemed to be the Board of Directors under Chapter 355, RSMo.;

1.3 "By-Laws" means the By-Laws of the Association and any amendments thereto;

1.4 "Cedar Springs" or the "Subdivision" means that subdivision and the Property which have been subjected to this Declaration.

1.5 "Common Expenses" means expenses or financial liabilities of the Association, including: (a) Expenses of administration, maintenance, repair, improvements, or replacements on the Common Ground; (b) Expenses declared to be Common Expenses by this Declaration; (c) Expenses agreed upon as Common Expenses by the Association; and (d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for maintenance, repair or replacement of any improvements or Common Ground, or additions to the Common Ground for the

construction of improvements on the Common Ground, or for any other real or personal property acquired or held by the Association;

1.6 "Common Ground" means all portions of the Subdivision other than the Lots, including but not limited to all real property held by the Association (as successor to the Trustees of Cedar Springs Subdivision) for the common use and enjoyment of the Owners, including without limitation parks, open spaces, streets, paths, walkways, storm water (including retention basins) and sanitary sewers and drainage facilities, turnaround islands, street lights and sidewalks, and such other facilities shown on Exhibit "B" attached to the Initial Declaration and incorporated herein by reference;

1.7 "Common Expense Liability" means the liability for the Common Expenses allocated to each Lot pursuant to this Declaration;

1.8 "Declaration" or "Restatement" means this instrument and any amendments thereto;

1.9 "Developer" means Community Savings Service Corporation, its successors and assigns, including any builder or developer who purchases substantially all of the vacant Lots or parcels of land constituting a portion of the Property for the purpose of building Living Units thereon for sale to third persons;

1.10 "Documents" means this Declaration, Plat, Articles of Incorporation, By-Laws, and Rules, as they may be amended from time to time;

1.11 "Eligible Mortgagee" means the holder of a Security Interest in a Lot which has notified the Association, in writing, of its name and address, that it holds a Security Interest in the Lot; such notice shall be deemed to include a request that the Eligible Mortgagee be given notices as provided in this Declaration;

1.12 "Living Unit" or "Unit" means to any portion of a building on the Property designed and intended for independent residential use;

1.13 "Lot" means a separate parcel of land, including improvements thereon, the location and dimensions of which are depicted on the Plat;

1.14 "Lot Owner" or "Owner" means any person who owns a Lot, not including any person having a Security Interest in a Lot;

1.15 "Majority" or "Majority of Lot Owners" means the Owners to whom at least fifty percent (50%) of the votes of the Association are allocated;

1.16 "Ordinance" means any applicable ordinances of St. Louis County and City of Town & Country, or their successors, or of such other county of municipal government as may have jurisdiction in the future;

1.17 "Person" means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however that in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee;

1.18 "Plat" means the plat or plats, or survey or surveys, recorded at Plat Book 208, Pages 48-49, Plat Book 212, Page 20, and Plat Book 214, Page 31 of the official records of the Recorder of Deeds of St. Louis County, Missouri, together with Amendments thereto;

1.19 "Property" means the land, all improvements, easements, rights and appurtenances, which have been submitted to the provisions of this Declaration;

1.20 "Rules" means rules, regulations and policies governing use of the Lots and Common Ground in the Cedar Springs Subdivision and for the conduct of Owners, residents, guests and others on the Property, adopted by the Board pursuant to this Declaration;

1.21 "Security Interest" means an interest in any Lot in the Cedar Springs Subdivision created by contract or conveyance, which secures payment or performance of an obligation;

1.22 "Single Family" means those lots containing not more than one Living Unit within a single building;

1.23 "Townhome" means those dwellings of more than one Living Unit within a single building.

ARTICLE II **LOCATION**

2.1 The Subdivision is currently situated in the City of Town & Country, County of St. Louis, Missouri, and is located on land described in Exhibit "A" of the Initial Declaration, which Exhibit is incorporated herein by reference.

ARTICLE III **NUMBER OF LOTS, BOUNDARIES**

3.1 Lots. The location and dimension of each Lot are depicted in the Plat. The number of Lots is one hundred twenty-six (126).

3.2 Separate Lots. Each Lot constitutes for all purposes a separate parcel of real estate, and shall be separately taxed and assessed.

3.3 Subdividing, Converting and Relocating Lot Boundaries. No more than a single Living Unit shall be permitted on a single Lot. The subdivision of a Lot by an Owner is expressly prohibited. Subject to Section 12.1(b) of this Declaration and to applicable provisions of law, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration and Plat upon the application to the Association by the affected Owners and at the expense of said Owners.

ARTICLE IV ASSOCIATION

4.1 Creation, Name. There shall be a homeowners association, the name of which shall be the "Cedar Springs Homeowners' Association" ("Association"), which shall be incorporated pursuant to the General Not-For-Profit Corporation Act of Missouri, Chapter 355, RSMo., as a not-for-profit corporation in the State of Missouri.

4.2 Membership. Membership of the Association at all times shall consist exclusively of all the Owners or, following termination of the Subdivision, of all former Owners entitled to distributions of proceeds under Article XXVI of this Declaration, or their heirs, successors or assigns.

4.3 Management. The operation of the Subdivision shall be vested in the Association, except as may be delegated to a master association pursuant to Article XXII of the Declaration.

4.4 Authority. No Owner, except an officer of the Board, shall have any authority to act for or on behalf of the Association.

4.5 Indemnification. The members of the Association and directors and officers of the Board shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their Common Expense Liability as members of the Association.

ARTICLE V BOARD OF DIRECTORS

5.1 Creation. There shall be a Board of Directors ("Board") which shall act on behalf of the Association. The Board shall be deemed to be the Board of Directors under the Missouri General Not-For-Profit Corporation Act, Chapter 355 R.S.Mo. The Board shall consist of Owners other than the Developer, in such number as shall be provided in the By-Laws.

5.2 Qualifications. For purposes of Board membership, a Lot Owner shall be deemed to include any officer or director of any corporate or partnership Owner of a Living Unit as determined by a duly authorized notice to the Board from said corporate or partnership Owner. The Owner must have paid his assessment and otherwise be in good standing with the Association.

5.3 Election. The Association shall elect the members of the Board and may remove any member, as provided in the By-Laws.

ARTICLE VI ASSOCIATION POWERS AND DUTIES

The powers and duties of the Association, acting by and through the Board, shall include those set forth in this Declaration, in the Articles of Incorporation, and the By-Laws, and shall include the following:

6.1 Budgets. The power to adopt and amend budgets of the Common Expenses of the Association.

6.2 Property Manager. The power to employ and to terminate a property manager to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.

6.3 Employees. The power to employ and discharge persons deemed reasonable and necessary to satisfy Association responsibilities under the Documents.

6.4 Utility Easements. The power to establish, grant and dedicate easements for public utilities, including cable television, in addition to any shown on the Plat, and leases, licenses and concessions in, over and through the Common Ground.

6.5 Contracting. The power to enter into contracts and make liabilities for the maintenance, management, administration, operation, repair, replacement and servicing of the Subdivision and the Association.

6.6 Rulemaking. The power to adopt reasonable Rules, and to require permits for particular use of the Common Ground, and to revoke same, for the maintenance and conservation of the Association and for the health, comfort and welfare of the Owners and market value of the Lots and Living Units, and all Owners and occupants shall be subject to such Rules.

6.7 Standing. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Owners on matters affecting the Association or Cedar Springs Subdivision.

6.8 Penalties. The power to impose interest and charges for late payment of assessments and, after Notice and Hearing pursuant to Section 14.2 of this Declaration, to accelerate the annual assessment and to levy reasonable fines and/or penalties, including withdrawing use of Common Ground and/or the right to vote and to use any recreation facilities, for a violation of any provision of the Documents.

6.9 Access; Restoration. The irrevocable right of access to each Lot and Townhome, at reasonable hours, as may be necessary to maintain, repair or replace any Common Ground therein or accessible therefrom or another Lot, or to make emergency repairs necessary to prevent damage to the Common Ground or to another Lot or Living Unit. The Association shall have the right to prevent, abate or terminate any infringement or compel the performance of the Documents, by appropriate legal proceedings. In the event an Owner fails to maintain his Lot or Living Unit as required herein, the Board shall have the right to have its employees or agents enter the Lot or Living Unit and do the work necessary to restore the Lot or Living Unit to good condition and to enforce compliance. The Association, its agents or employees shall not be deemed guilty or liable for any manner of trespass or any other act or any injury, abatement, or removal. Any expenses incurred pursuant to this Section 6.9 shall be an assessment subject to Sections 9.7 through 9.10 of this Declaration. In enforcing this Section 6.9, the Association shall be entitled to all rights provided in Section 27.2 of this Declaration.

6.10 Administrative Charges. The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, any documents which may be reasonably required or requested in connection with the sale of any Lot or Living Unit, copies of any records requested by an Owner or his authorized agent, and statements of unpaid assessments.

6.11 Insurance. The power to provide for the indemnification of the Board members, officers, employees and agents, and to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to property insurance, comprehensive liability insurance, directors' and officers' liability insurance, and such other coverage as deemed appropriate by the Board.

6.12 Borrowing. The power to borrow funds, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments), subject to the provisions of Section 9.3(c) of this Declaration, and provided that

no such borrowing exceed the sum of \$100,000.00 in the aggregate at any time and that no single loan shall have a repayment term of over ten (10) years unless approved by a majority of the Owners at a meeting called for such purpose.

6.13 Conveyance of Common Properties. The power to convey or subject to a Security Interest property owned by the Association, including the Common Ground or portions thereof and to dedicate the streets to a public body.

6.14 Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Association is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should such acquisition become necessary, only the Association need be made party, and any proceeds received shall be paid to the Association. The acquisition of a Unit or a portion of a Unit shall be governed by Article XXV of this Declaration.

6.15 Committees. The power to appoint Committees from among Board members or from among the Owners as may be desired to perform such tasks as the Board may designate. The Board shall retain final authority over all committee actions.

6.16 Interpretation. The power and authority to interpret and construe this instrument, and such interpretation and construction shall be binding upon all Owners, and to implement and to carry out the purpose and intent of this instrument for the benefit of the Owners.

6.17 Limitations on Board. The Board shall not have any power to amend the Declaration (except as provided in Section 24.5 herein), to terminate the Association or the Subdivision, or to elect members of the Board or determine the qualifications, powers and duties or terms of office of Board members, except that the Board shall fill vacancies among its members as provided in the By-Laws.

6.18 General. The power to exercise such other powers as may be provided in its Articles of Incorporation, its By-Laws, and the General Not-For-Profit Corporation Law of the State of Missouri, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association and the Subdivision.

ARTICLE VII
MAINTENANCE RESPONSIBILITIES

7.1 Association Responsibilities.

(a) Acquisition of Common Ground. The Association shall acquire and hold the Common Ground in accordance with and pursuant to applicable Ordinances and this Declaration.

(b) Control of the Common Ground. The Association shall exercise such control over the Common Ground and easements, including streets and roads, sidewalks (except for those easements, streets and roads, and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrance lights, gates, park areas, cul-de-sac islands, medians, entrance markers, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the Plat, as it is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, roads, etc. by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to contract for, construct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Living Units, and to establish traffic Rules for the usage of driveways, streets and parking lots in the Property.

(c) Maintenance. The Association shall maintain, repair and replace:

(1) All the Common Ground and improvements thereon, including but not limited to, recreational facilities, common parking areas, lakes, grass, trees, shrubs, flowers, trimming, edging, sprinkler system, streets and sidewalks, driveways serving the Living Units, and snow and ice removal for the streets, driveways, walks, and parking lot areas, and masonry privacy walls and tiwalls located on Common Ground; and

(2) All exterior portions of each Townhome Living Unit, including but not limited to, tuckpointing, painting, caulking, siding, roof, wood decks or porches built with the Townhome (excluding exterior cleaning such as window washing and maintenance of lawns or gardens in patio areas, whether enclosed or open), masonry privacy walls and tiwalls located on Townhome lots and lawns and plantings on Townhome Lots.

(3) All front and side lawns and plantings thereon on the Single-Family lots, said area to consist of only that portion of a Single-Family Lot that abuts the street or streets which said Lot touches and which is between the street and a line drawn along the back side of the Single-Family residence built on the Lot, and in the case of a corner Lot, includes that portion which is between

the street and a line drawn along the side of the Single-Family residence from the back side to the rear Lot line.

7.2 Townhome Owner Responsibilities. Each Townhome Owner shall maintain, repair and replace all portions of his Lot and Unit, including but not limited to all glass, windows and window screens, doors, storm doors, screen doors, garage doors and garage door openers and mechanisms, and lawns and gardens in patio areas, whether enclosed or open, and any other portion not otherwise expressly the responsibility of the Association, in connection with his respective Unit.

7.3 Single-Family Owner Responsibilities. Each Single-Family Owner shall maintain, repair and replace his respective Lot and Unit, including but not limited to maintenance, repair and replacement of any walls on his Lot, whether masonry or tiewalls, and care and maintenance of his rear yard and all plantings thereon, except as provided in Section 7.1(c)(3) herein.

ARTICLE VIII ALLOCATED INTERESTS

8.1 Allocated Interests. The Allocation of Interests in the Association are as follows:

(a) Each Owner shall have the nonexclusive right to use the Common Ground, subject to the provisions of this Declaration.

(b) Common Expense Liability shall be allocated as follows:

(1) Common Expenses relating to the maintenance, repair or replacement of the exterior portions of the Townhomes and the Townhome Lots shall be allocated on the basis of equality to all Owners of the Townhomes;

(2) Common Expenses relating to the maintenance, repair or replacement of the Single-Family Lots shall be allocated on the basis of equality to all Owners of the Single-Family Lots.

(3) Common Expenses relating to the maintenance, repair or replacement of the Common Ground shall be allocated on the basis of equality to all Owners.

(c) Votes in the Association for all purposes are allocated on an equal basis, i.e., each Lot having one vote.

8.2 Common Expense Assessments.

(a) Assessments for Common Expenses shall be made at least annually and shall be based on a budget adopted at least annually by the Association.

(b) Except for assessments under Subsection (c) and (d) of this section, all Common Expenses shall be assessed in accordance with the allocations set forth in Section 8.1(b).

(c) Notwithstanding the allocation stated in Section 8.1(b),

(1) Any Common Expense, or portion thereof, which benefits fewer than all of the Lots, may be assessed exclusively against the Lots benefitted equally or on any basis deemed equitable by the Board under the circumstances.

(2) Any Common Expense, or a portion thereof, the cost of which is equal per Lot, may be charged, passed through, or directly billed to each Lot.

(3) Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service.

(4) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction on the Lot shall be assessed against such Lot.

(5) Fees, charges, late charges, fines, collection costs, interest, reasonable attorney's fees, court costs and other expenses of litigation charged against an Owner pursuant to the Documents, are enforceable as an assessment against said Lot and Owner.

(d) Assessments to pay a judgment against the Association shall be made only against the Owners of the Association at the time the judgment was entered, in proportion to their Common Expense Liability.

(e) Except as provided in Section 6.9 of this Declaration, any Owner, after Notice and Hearing pursuant to Section 14.2 of this Declaration, shall be liable for any damages to any person, any other Lot or to the Common Grounds intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Unit.

ARTICLE IX **COMMON EXPENSE ASSESSMENTS**

9.1 **Authority.** The Association, through its Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses. An Owner, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at a judicial sale, shall be liable for all assessments coming due while he is Owner of the Lot in accordance with his allocated interest as provided in Section 8.1(b).

9.2 Common Expenses Attributable to Fewer than all Lots. Common Expenses shall be assessed pursuant to Section 8.2.

9.3 Preparation and Adoption of Budget.

(a) The By-Laws shall specify the procedures to be utilized in preparing the budget.

(b) The Board shall deliver a summary of each proposed budget to the Owners and set a date for a meeting of the Owners to consider ratification of the budget. Unless at the meeting a Majority of all the Owners entitled to vote reject the budget, the budget is ratified, whether or not a quorum is present. Separate votes by affected Owners shall be held as to each Common Expense Liability allocated under Section 8.1(b) herein. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(c) In the event that, at any time during the year, the Board shall determine that its estimate is insufficient to meet current operating expenses, or that a special assessment is required, the Board shall notify each Owner, in writing, as to the amount of the revised budget or special assessment, which shall then become effective as follows:

(1) In the event said revision or special assessment constitutes an increase in the monthly installment of not more than fifty percent (50%), it shall be effective on the date stated in said notice. In the event there may be two or more revisions or special assessments concurrently in effect, this provision shall be applied in the aggregate.

(2) In the event said revision or special assessment constitutes an increase in the monthly installment in excess of fifty percent (50%), it shall be effective subject to approval as provided in Section 9.3(b) above. In the event there may be two or more revisions or special assessments concurrently in effect, this provision shall be applied in the aggregate.

9.4 Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to an Owner a statement in recordable form setting out the amount of unpaid assessments against the Lot. The statement must be furnished within ten (10) business days after receipt of request and is binding on the Association, the Board and each Owner.

9.5 Annual Payment of Common Expense Assessment. All Common Expenses shall be due and payable annually; the Board may require a periodic payment schedule, but not more frequently than monthly.

9.6 Accounting and Shortages. Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for Common Expenses, reserves and contingencies, shall be paid to the Owners in proportion to their Common Expense Liability, credited to them to reduce their future Common Expense Assessments, or added to the Association's reserve account.

9.7 Personal Liability of Owners. Notwithstanding the provisions of Section 9.10(a) below, the Owner at the time a Common Expense Assessment or portion thereof is due and payable, or fine imposed against the Owner, is personally liable for such assessment or fine, together with such charges as may be imposed pursuant to Section 8.2(c)(5) of this Declaration. If an assessment is payable in installments, the full amount of the assessment may be accelerated. Personal liability for said assessment or fine shall not pass to successor in title to the Lot unless he agrees to assume the obligation.

9.8 No Waiver of Liability. The liability for an assessment shall be an independent and affirmative covenant and may not be avoided by a waiver of the use or enjoyment of the Common Ground or services, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board, Association or another Owner, or against any third party.

9.9 Interest and Late Fees. Assessments and installments thereof shall bear interest from the due date until paid, at the rate of ten percent (10%) per annum, or at other rate adopted by Resolution of the Board not exceeding the legal limit. If an Owner fails to pay his annual assessment or installment thereof for ten (10) days from the date due, the Board shall charge a late fee in the sum of Twenty-Five Dollars (\$25.00) per month or any other amount which the Board may adopt from time to time. The Board may adopt and enforce such other reasonable charges as appropriate to recover processing and administrative costs, attorneys fees, court costs and paralegal expenses. The interest shall be calculated as simple interest and not be compounded and shall not be charged against late fees.

9.10 Lien for Assessments.

(a) In addition to each Owner's personal liability for assessments under Section 9.7 above, the Association has a lien on a Lot for any assessment levied against the Lot or fine imposed against its Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Documents are enforceable as assessments under this section.

If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (2) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is not subject to the provisions of Section 513.475 RSMo.

(c) Recording of this Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter. Further recording of a claim for assessment under this Section is not required, but may be done at the discretion of the Board.

(d) The lien for an unpaid assessment is extinguished unless the proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit any action to recover sums for which Subsection (a) of this Section creates a lien or prohibits an Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include court costs, expenses of litigation and reasonable attorney's fees and paralegal expenses for the prevailing party.

(g) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment.

(h) The Association's lien may be foreclosed by publication in a manner as a mortgage on real estate or power of sale under Chapter 443, R.S.Mo.

(i) In the case of any foreclosure, the Association shall give reasonable notice of its action to each lien holder of a Lot whose interest would be affected.

(j) Any payments received by the Association in discharge of an Owner's obligation may be applied to the oldest balance due.

9.11 Storm Water Facilities. In addition to the foregoing, the Board shall make separate uniform annual assessments upon and against each Lot and Living Unit in the amount of \$100.00 per Lot per year for the purpose of maintaining, repairing and operating storm water storage, disposal or sewer facilities located within the Property; provided, however, the separate power granted to the Board by this Section shall expire with the calendar year following the earlier of (a) the collection of \$10,000.00, or (b) the acceptance of any such storm water facilities for maintenance by the St. Louis Metropolitan Sewer District. The assessment under this Section shall be assessed and collected in the same manner as the assessments under Article IX hereof.

ARTICLE X **RESTRICTIONS**

The use of Lots and Common Ground is restricted as follows upon the effective date of this Declaration pursuant to Section 27.8; provided, however, that existing uses on said effective date shall not be deemed to be in violation of this Declaration, but violations existing under the Initial Declaration may be prosecuted pursuant to said document after the effective date of this Declaration.

10.1 Occupancy. No part of any Lot or Living Unit shall be used for a purpose other than for a single-family residence by one (1) family related by blood, marriage or adoption or by not more than four (4) unmarried individuals and their children; provided, however, that occupancy shall comply with applicable Ordinances.

10.2 Obstructions. There shall be no obstructions on the Common Ground without prior written consent of the Board.

10.3 Signs. Except for reasonable real estate signs, no signs of any kind shall be displayed to the public view on any Lot or Living Unit or Common Ground without the prior written consent of the Board. The Board may adopt such reasonable rules and regulations regarding size and placement of "open house" signs on Common Ground as it may deem necessary and proper. The Board shall have the right to erect reasonable and appropriate signs on the Common Ground which shall include the entry sign, street names, speed limits, trail crossings, traffic and parking signs, notices, signs pertaining to use of facilities on the Common Ground, and such other signage as the Board may deem reasonable and necessary.

10.4 Antennae. No radio or television or other aerial, antenna, satellite dish, tower or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed or maintained on any Lot without the prior written consent of the Board.

10.5 Pets and Animals. No Owner may keep, temporarily or permanently, an unreasonable number of household pets and animals, as may be determined by the Board in its discretion, or in violation of any applicable Ordinance of the City of Town & Country. Each Owner shall be responsible for any damage to person or property done by his pets or animals, shall clean up after his pet, and shall maintain the pet on a secure leash at all times the pet is outside the Living Unit.

10.6 Nuisances. No noxious or offensive activity shall be conducted or permitted on any Lot or Living Unit or on the Common Ground nor shall anything be done which would become an annoyance or a nuisance to other Owners or occupants. No Owner shall permit or suffer anything to be done or kept in or on his Lot which will increase the insurance rate of the other Lots or Living Units or the Common Ground or which obstruct or interfere with the rights of other Owners or disturb them by unreasonable conduct or otherwise permit any nuisance or illegal act on his Lot or upon the Common Ground.

10.7 Business Use. Except as may be incidental to residential use and not create a nuisance or in any way impair the rights of any Owner under this Declaration, as determined by the Board, and be in strict compliance with applicable zoning ordinances, no industry, commercial activity, business, trade, occupation or profession of any kind, including without limitation child day care, shall be conducted, maintained or permitted on any part of the Property.

10.8 Rules. No person shall use his Lot, Living Unit or the Common Ground in any manner which does not conform to such reasonable Rules as may be established by the Board from time to time.

10.9 Vehicle and Temporary Structure. No vehicle, boat, camper, trailer or mobile home, semitractor trailer, trailer, truck, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence or for storage either temporarily or permanently, nor shall the same be permitted to be stored or kept on any Lot except in an enclosed garage. No commercial vehicle (except one-half ton pickup trucks, Broncos, Blazers and similar vehicles under twenty (20) feet in length), semitractor trailer, motorcycle or vehicle other than passenger vehicles shall be permitted to be parked on private roads at any time or regularly in yards or driveways of any Lots. No vehicle of any kind whatsoever shall be parked overnight on any street of the Subdivision.

10.10 Abandoned Vehicles. No car, motorcycle, boat, trailer, truck or motor vehicle of any kind whatsoever that is unable to move under its own power, is unlicensed, abandoned or in derelict condition may be stored or allowed to remain upon any of the Common

Ground or upon any Lot for more than fifteen (15) days. If such motor vehicle is so stored or remains on the aforesaid premises, the Board, following notice, may take necessary steps to remove same at the Owner's expense. Said vehicles may, however, be stored in the Owner's private garage. Any tow or storage expense incurred by the Association shall be at the Owner's expense.

10.11 Garbage. Any rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot only on the day of or the night before regularly scheduled collection and shall be removed the same day following collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless the above-ground receptacle is given prior written approval by the Board.

10.12 Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

10.13 Cul-De-Sac, Etc. No above-ground structure, other than required street lights, may be erected upon a cul-de-sac, divided street entry island, or median strip, without the written approval of the City of Town & Country or its successor.

10.14 Leasing. In addition to all provisions of this Declaration, leasing of Units in the Property shall be subject to the provisions of Article XI herein.

ARTICLE XI LEASING

11.1 Except as noted in Section 11.3, every lease on every Living Unit in the Property is subject to the following provisions, whether in the lease or not:

- (a) the lease must be in writing;
- (b) the lease must be for the entire Living Unit;
- (c) the lease must be for a minimum period of not less than 12 months. Renewals can be for any length;
- (d) the use of the premises is subject to the Documents;

(e) within 30 days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease must be furnished to the Board or Manager;

(f) the Living Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(g) if any Owner (landlord) or tenant has violated or is in violation of any of the provisions of the Documents, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant has violated or is violating any of the provisions of the Documents, the court may find the tenant guilty of forcible detainer notwithstanding the fact that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association has. The Association, if it prevails, may recover all of its costs, including court costs and reasonable attorney's fees, and such costs shall be a continuing lien upon the Lot and Living Unit which shall bind the Lot in the hands of the then Owner and his heirs, legal representatives, successors and assigns. Prior to filing for eviction hereunder, the Association shall give the tenant and the Owner Notice and Hearing as provided in Section 14.2.

11.2 By becoming a tenant, each tenant agrees to be bound by the Documents, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of the Documents.

11.3 To protect first Eligible Mortgagees and to encourage them to make loans on Living Units in the Property, only subsections (d) and (e) of Section 11.1 apply to a first Eligible Mortgagee who has title to the Living Unit through:

(a) foreclosure of its first mortgage on the Living Unit; or

(b) a deed in lieu of foreclosure on its first mortgage on the Living Unit.

Any subsequent purchaser from the first Eligible Mortgagee is subject to all of the provisions of this Article.

ARTICLE XII
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

12.1 Additions, Alterations and Improvements by Lot Owners.

(a) No Owner shall make any structural addition, alteration, or improvement ("Alterations") on or to a Lot, Living Unit or Common Ground without the prior written consent of the Board in accordance with Section 12.1(c). For purposes of this Section, "Alterations" shall include any and all buildings or structures, fences, walls, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts, and exterior lighting, proposed for construction, erection, modification or removal.

(b) Subject to Subsection 12.1 (a):

(1) A Townhome Owner may make any other additions, improvements or alterations to the interior of his Living Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Townhome Building.

(2) Notwithstanding the provisions of Section 3.3 of this Declaration, a Townhome Owner, after acquiring an adjoining Townhome Living Unit or an adjoining part of an adjoining Living Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a party wall pursuant to Article XVII of this Declaration, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Townhome Building. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

(3) No Owner may alter the exterior appearance of his Living Unit or any other portion of the Property without the prior written consent of the Board as provided in Section 12.1(c).

(c) An Owner shall submit a written request, including plans and specifications, to the Board for approval to do anything under Subsection 12.1(a) or 12.1(b). The Board shall answer, in writing, any written requests for such approval within forty-five (45) days after the request thereof. Failure to do so within such time shall constitute a consent by the Board to the proposed action.

(d) The Board shall, in approving or rejecting any such request, consider harmony of exterior appearance with the existing improvements in the Subdivision, including, height, grade, color and quality of materials, location, construction standards, and other such criteria.

(e) No alteration shall cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change, without prior

written consent of the Board.

12.2 Additions, Alterations and Improvements by Board. The Board may make any additions, alterations or improvements to the Common Ground which, in its judgment, it deems necessary.

12.3 Deposits. The Board may, in its discretion, require a reasonable deposit from an Owner in connection with any proposed Alteration to secure completion and to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to Subdivision improvements shall be repaired and restored to their original condition.

12.4 Review Costs. The Board may, in its discretion, charge a review fee against the Owner to defray the cost of professional review of any application. The amount of such fees shall be based upon a schedule of fees as determined and published by the Board to the Owners from time to time.

ARTICLE XIII LIMITATION OF LIABILITY

13.1 Common Expenses. The liability of each Owner for Common Expenses shall be limited to his Common Expense Liability.

13.2 Liabilities. An Owner may be personally liable for the acts and omissions of the Association in relation to the use of the Common Ground but only to the extent of his Common Expense Liability, and then in no case shall that liability exceed the value of his Lot and improvements thereon. Each Owner shall be liable for injuries to persons or property to the extent and degree that the Owner shall be liable for such an occurrence.

ARTICLE XIV RIGHTS TO COMMENT AND HEARING; ARBITRATION

14.1 Right to Notice and Comment. Before the Board amends the By-Laws or the Rules, or considers an application for alterations under Section 12.1 of this Declaration, or at any other time the Board determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Owner in the manner provided in the By-Laws, or published in a newsletter or similar publication which is routinely circulated to all Owners and residents.

14.2 Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing" (for example, Sections 6.8, 8.2(e), 11.1(g)), the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the manager, etc.) shall give

written notice of the proposed action to all Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

14.3 Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Board from a decision of any committee, officer, manager or any other person other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

14.4 Arbitration. Any party dissatisfied with a final decision of the Board under this Article XIV shall have the right to institute an arbitration proceeding in the County of St. Louis, State of Missouri, in accordance with the rules of the American Arbitration Association and with Chapter 435 R.S.Mo. Remedies hereunder shall be governed by Section 27.2 of this Declaration. Arbitrations as provided herein shall be binding and shall be enforceable in a court of competent jurisdiction.

ARTICLE XV **EASEMENTS**

15.1 Encroachment. Through construction, settlement or shifting, should any part of a Living Unit or privacy wall encroach upon the Common Ground or upon any other Lot, 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.

15.2 Easement Appurtenant. Perpetual easements are hereby established, running with the land, appurtenant to all Lots and Living Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Ground. Each Living Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, sidewalks, driveways and garage, if any, which are part of the Living Unit, should there be any encroachment on the Common

Ground on any other Lot.

15.3 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform its obligations and duties as required by this Declaration. Should it be necessary to enter a Lot or Living Unit to effect a necessary repair, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association.

15.4 Driveway, Walkway and Utility Easement. Easements as shown on the recorded Plat of the Property are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along on the Common Ground.

15.5 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, Mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE XVI **INSURANCE; DAMAGE OR DESTRUCTION**

16.1 Association Insurance. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as required by this Article and as specified in the By-Laws. The Board shall obtain full insurable replacement cost protection against damage to the Common Ground and any improvements thereon, and the exterior portions of the Townhome Living Units, and Lots which the Association has the duty to maintain under Section 7.1(c)(2) of this Declaration, liability coverage, fidelity bonds, directors' and officers' liability coverage, and such other insurance as the Board may deem appropriate to protect the Association or the Owners. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and Eligible Mortgagees at their respective last known addresses.

16.2 Premiums. Premiums for Association insurance shall be a Common Expense, except as may otherwise be provided in this Declaration or the By-Laws.

16.3 Damage or Destruction. Any portion of the Subdivision for which property insurance is required under Section 16.1, which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Subdivision is terminated under Article XXVI of this Declaration, (b) repair or replacement would be illegal under any state or local law or ordinance governing health or safety, or (c) eighty percent (80%) of the Owners, including every Owner of a Living Unit that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of the insurance proceeds and reserves is a Common Expense. If the entire Subdivision is not repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Ground shall be used to restore the damaged area to a condition compatible with the remainder of the Subdivision, and (b) except to the extent that other persons will be distributees, (1) the insurance proceeds attributable to Living Units that are rebuilt shall be distributed to the Owners of those Living Units, or to lien holders, as their interests may appear, and (2) the remainder of the proceeds shall be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the Owners' respective obligations to pay assessments under Section 8.1(b) of this Declaration. If the Owners vote not to rebuild any Living Unit, that Living Unit's obligations under said Section 8.1(b) are automatically reallocated to all remaining Living Units.

ARTICLE XVII **PARTY WALLS**

17.1 General Rules of Law to Apply. Each interior wall (including common garage walls, but excluding each privacy wall), which is built as a part of the original construction of a Townhome Unit upon the Property and placed on or about the dividing line between the Lots, 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 apply thereto.

17.2 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.

17.3 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.

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

17.5 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 XVIII UTILITIES AND JOINT CONNECTIONS

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

18.1 Easements. Wherever connections of sanitary and storm sewer, water, electricity, gas or telephone lines and cable television lines 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 Board, 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 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 as set forth below, and further, if the Board deems the repair, replacements or maintenance of any such connection to be an emergency, the Board shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Lots and Living Units served by such connection in the amounts the Owners would otherwise be responsible for under Section 18.3 herein, and each Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Board said assessment upon demand or in such periodic payments as may be determined by the Board, in the same manner and subject to the same remedies as set forth in Article IX hereof.

18.2 Joint House Connections. Wherever joint connections of storm and sanitary sewer, water, electricity, gas, telephone or cable television lines are installed within the Property and the connections serve more than one Lot or Living Unit, the Owners of each Lot and Living Unit served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as services their respective Lots and Living Units.

18.3 Damage or Destruction - Fault. In the event any portion of any connection or line is obstructed, damaged or destroyed through the act of any Owner of a Lot or Living Unit being served by said connection, 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 the other Owners being served by said connection of the full use and enrichment 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 condition as formerly without cost to the other Owner served by said connection.

18.4 Damage or Destruction - No Fault. In the event any portion of any connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his agents, guests, or members of his family (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 or any Lot or Living Unit served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

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

ARTICLE XIX **MORTGAGEE PROTECTION**

19.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more Security Interests against his Lot.

19.2 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee of:

(a) Any delinquency in the payment of the Common Expense assessment owed by an Owner whose Lot is subject to a Security Interest held, assured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of sixty (60) days;

(b) Imposition of restrictions on an Owner's right to sell or transfer his Lot;

(c) Assessment liens or subordination thereof;

(d) Any judgment against the Association;

(e) The assignment of future income of the Association, including its right to receive Common Expense assessments.

(f) A copy of any Notice to an Owner in breach the Documents.

19.3 Inspection of Books. The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association subject to reasonable Rules promulgated by the Board.

19.4 Attendance at Meetings. Any representative of an Eligible Mortgagee may attend any meeting which an Owner may attend.

ARTICLE XX BY-LAWS

20.1 General. The administration of the Association shall be governed by the By-Laws of the Association which shall at all times contain the minimum requirements of Chapter 355, RSMo.

20.2 Officers. The Board shall elect from among its members, the President, Vice President, Treasurer, Secretary and any other officers of the Board specified in the By-Laws.

20.3 Qualifications, Powers. The By-Laws shall provide for the qualifications, powers and duties, terms of office, and manner of electing and removing officers and filling vacancies.

20.4 Delegation of Powers. The By-Laws shall specify which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent.

20.5 Certification of Amendments to Declaration. The By-Laws shall specify the officers who are authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

20.6 Annual Meeting of Association. There shall be at least one meeting every year of the Association.

20.7 Quorum of Association. The By-Laws shall specify when a quorum is deemed present for a meeting of the Association.

20.8 Quorum of Board. The By-Laws shall provide when a quorum is deemed present for a meeting of the Board provided, however, that such quorum shall not be less than a majority of the persons on the Board being present at the beginning of the meeting.

20.9 Amendment to By-Laws. The By-Laws may be amended only by a vote of a majority of the members of the Board following notice and comment as provided in Section 14.1, at any meeting duly called for such purpose.

20.10 Voting. The By-Laws shall specify procedures for voting.

20.11 Notices. Notices to any party required by this Declaration shall be made in the manner provided in the By-Laws.

ARTICLE XXI
PERSONS AND LOTS SUBJECT TO DOCUMENTS

21.1 All Owners, residents, tenants, Eligible Mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Office of the Recorder of the County of St. Louis, State of Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Lot.

ARTICLE XXII
MASTER ASSOCIATION

22.1 The Board may delegate any of the powers described in Article VI of this Declaration, but only such powers as are expressly delegated, to a profit or not-for-profit corporation or unincorporated association.

ARTICLE XXIII
COVENANT AGAINST PARTITION

23.1 So long as the Property is subject to this Declaration, each Lot and the allocated interest of such Lot shall not be separate. No Owner shall by deed, plat or otherwise subdivide or attempt to cause the Lot to be separated into tracts or parcels smaller than the Lots depicted by the Plat except as provided in Section 3.3.

ARTICLE XXIV
AMENDMENTS TO DECLARATION

24.1 General. Except as otherwise provided herein, this Declaration may be amended or modified only by vote or agreement of the Owners to which at least a two-thirds of the votes in the Association are allocated. No amendment to this Declaration shall be effective or valid until the City of Town & Country has approved same.

24.2 Limitation of Challenges. No action (except by the City of Town & Country) to challenge the validity of an Amendment adopted by the Association pursuant to this Article may be brought more than one year after the Amendment is recorded.

24.3 Recordation of Amendments. Each Amendment to the Declaration must be recorded in St. Louis County and the Amendment is effective only upon recording. An Amendment, except an Amendment in connection with relocation of Townhome boundaries, must be indexed in the grantee's index in the name of the Association and in the grantor's index in the name of the parties executing the Amendment.

24.4 Execution of Amendments. An Amendment to the Declaration must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated in the By-Laws for that purpose or, in the absence of designation, by the President of the Association.

24.5 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to Amend this Declaration, without other approval except for the approval of the City of Town & Country or its successor, to correct drafting errors or to bring the Association into compliance with conditions imposed by lenders providing governmental insured loans.

ARTICLE XXV CONDEMNATION

25.1 Acquisition of Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award shall compensate the Owner for his Unit and its allocated interests, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter part of the Common Ground.

25.2 Reallocations. Except as provided in Section 25.1, if a part of a Unit is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Unit and its interest in the Common Ground, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, (1) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (2) the portion of the allocated

interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

25.3 Recording of Decrees. The court decree shall be recorded in every county in which any portion of the Subdivision is located.

ARTICLE XXVI **TERMINATION OF SUBDIVISION**

26.1 Agreement to Terminate. Except in the case of a taking of all the Property by eminent domain pursuant to Section 6.14 of this Declaration, the Subdivision may be terminated or sold only by agreement of the Owners to which at least eighty percent (80%) of the votes in the Association are allocated. In such event, fee simple title to the Common Ground shall vest in the then record Owners of the Lots, as tenants in common subject to Article VIII above. None of the rights, powers, duties or authority of the Association or Board shall be affected by such termination.

26.2 Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with the land and bind the Property until the Property is terminated or sold, or taken by eminent domain. No such agreement of termination shall be effective unless made and recorded, one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

ARTICLE XXVII **GENERAL PROVISIONS**

27.1 Validity.

(a) All provisions of this Declaration are severable.

(b) Documents are intended to comply with the requirements of Chapter 355, RSMo. In the event of any conflict between the documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other document, this Declaration shall control.

27.2 Relief and Remedies.

(a) If any person subject to the Documents fails to comply with any provision of the Documents, any persons or class of persons adversely affected by such failure to comply has a claim

for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any provision of the Declaration. The Court or Arbitration Panel, in an appropriate case, may award court costs, expenses of litigation, reasonable attorney's fees and paralegal fees.

(b) Should the Association find it necessary to institute legal action to enforce the Documents, or upon a finding by the Court or Arbitration Panel that the violation complained of occurred, the defendant Owner shall reimburse the Association for reasonable attorney's fees, paralegal fees, court costs and expense of litigation incurred by bringing such action.

(c) In addition to the requirements of Section 14.4 herein, the Association may elect to enforce compliance by binding arbitration pursuant to the Rules of the American Arbitration Association. The election of arbitration by the Association is binding on the Owner.

27.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

27.4 Captions. The captions contained in this Declaration or the By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

27.5 Waiver. No provision contained in this Declaration or By-Laws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. The Board shall not be held responsible for breach of duty in the event the Board upon a determination of the facts and circumstances in a particular case elects to waive the enforcement of the strict compliance with this Declaration or By-Laws upon a determination having been made and documented in writing in the minutes of a regular or special meeting of the Board that prosecution or enforcement would not serve for the best interest of the Association.

27.6 Governmental Compliance. Notwithstanding any conditions herein, the Board shall make suitable provisions for compliance with all applicable Ordinances and Rules and Regulations of St. Louis County and the City of Town & Country or their successors, or such other municipality which this Subdivision may become a part, and for such purposes it shall not be limited to any maximum assessment.

27.7 Term. This Declaration shall run with the land and shall be binding on all parties and all persons under them for the duration of the Cedar Springs Subdivision. The rights of the Owners shall only be exercisable and appurtenant to and in conjunction with their Lot ownership.

27.8 Effective Date. This Declaration shall be effective upon its approval by the requisite number or percentage of Lot Owners, execution hereof by the authorized officers, written approval of the City of Town & Country or its successors, which approval shall be attached hereto as Exhibit B, and recordation in the official records of the Recorder of Deeds of St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

The Owners acknowledge the aforesaid Notice of Arbitration and authorize the Board of Trustees of Cedar Springs Homeowners' Association to execute and record this instrument on their behalf upon obtaining the requisite Owner and local governmental approval.

**NOTICE OF ARBITRATION. THIS DECLARATION CONTAINS BINDING
ARBITRATION PROVISIONS WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Board of Trustees of the Cedar
Springs Homeowners' Association has executed this Declaration this
20th day of August, 1992.

THE BOARD OF TRUSTEES OF CEDAR SPRINGS
HOMEOWNERS' ASSOCIATION

BY: [Signature]
Trustee DENNIS P. WARD

BY: Gary L. Fuller
Trustee GARY L. FULLER

BY: [Signature]
Trustee JOHN A. DITMYER

BY: [Signature]
Trustee GAGE WALKER

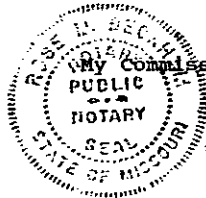
BY: Luann Carlson
Trustee LUANN CARLSON

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 20th day of August, 1992,
before me appeared DENNIS P. WARD, GARY L. FULLER,
JOHN A. DITMYER, GAGE WALKER, and
LUANN CARLSON to me personally known, who, being by
me duly sworn, did say that they are the Board of Trustees of the
Cedar Springs Homeowners' Association, and that said instrument was
signed on behalf of said Board of Trustees of Cedar Springs
Homeowners' Association, and that said DENNIS P. WARD,
GARY L. FULLER, JOHN A. DITMYER,
GAGE WALKER and LUANN CARLSON
acknowledged said instrument to be their free act and deed.

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

[Signature]
Notary Public



ROSE M. BUCHANAN
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP OCT 14, 1995 32

ECOK9504PAGE 644

EXHIBIT A

LEGAL DESCRIPTION OF CEDAR SPRINGS

(BEING THE ENTIRE TRACT)

A tract of land being part of Lots 3, 7 and 8 of Samuel Smith's Estate Subdivision in U.S. Survey 369 and in Section 13, Township 45 North, Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the southeast corner of property conveyed to The Sodality of St. Peter Claver for the African Missions by deed recorded in Book 5087 page 196 and Book 5089 page 156 of the St. Louis County records, and thence North 89 degrees 26' 29" West, a distance of 608.85 feet to a point; thence North 4 degrees 23' 09" East, a distance of 456.10 feet to a point; thence North 89 degrees 25' 99" West, a distance of 935.02 feet to a point; thence North 01 degrees 19' 27" East, a distance of 664.96 feet to a point; thence North 89 degrees 19' 35" West, a distance of 1031.74 feet to a point; thence South 03 degrees 17' 21" East, a distance of 1453.18 feet to a point; thence South 89 degrees 24' 31" East, a distance of 912.67 feet to a point; thence North 01 degrees 22' 59" West, a distance of 106.41 feet to a point; thence South 89 degrees 24' 45" East, a distance 1481.40 feet to a point in the west line of Woods Mill Road (Missouri State Route 141), and thence North 11 degrees 33' 00" East along the west line of Woods Mill Road, a distance of 226.46 feet to the point of beginning, and containing an area of 49.658 acres according to survey executed by Sterling Engineering Company in July, 1980, and revised August 14, 1980.

RESOLUTION NO. 10-92-1

A RESOLUTION APPROVING AMENDMENT TWO TO THE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CEDAR SPRINGS SUBDIVISION

WHEREAS, the "The Declaration of Covenants, Conditions and Restrictions for Cedar Springs Subdivision" (the "Declaration") was recorded in the office of the St. Louis County Recorder of Deeds on September 25, 1985 (Book 7810 Pages 147-167); and

WHEREAS, the Declaration was subsequently amended by the First Amendment which was recorded in the Office of the St. Louis County Recorder of Deeds on April 21, 1989 (Book 8504, Pages 355-365); and

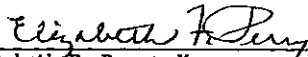
WHEREAS, the Board of Trustees of Cedar Springs Homeowners' Association have executed the second amendment to the Declaration entitled "Restatement of Declaration of Covenants, Conditions and Restrictions for Cedar Springs Subdivision" (Amendment Two), an amendment which revises the insurance coverages for Common Ground and the exterior portions of Townhome Living Units and Lots which the Association has the duty to maintain, and makes certain other revisions relating to insurance and reconstruction due to damage or destruction; and

WHEREAS, the City Attorney has reviewed Amendment Two and has approved this amendment as to legal form, and

WHEREAS, a copy of the Amendment Two is incorporated herein by reference.

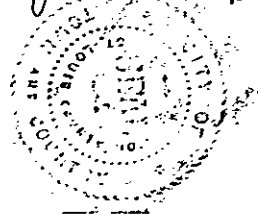
NOW, THEREFORE, BE IT RESOLVED, that the Board of Aldermen of the City of Town and Country approves the "Restatement of Declaration of Covenants, Conditions and Restrictions for Cedar Springs Subdivision" (Amendment Two) .

Approved by a vote of 5 to 0 this 26th day of October, 1992.


Elizabeth F. Perry, Mayor

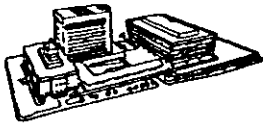
Attest:


Joan Klinghammer, City Clerk



BOOK 9504 PAGE 646

Exhibit B



DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver
Director of Revenue



RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF
INSTRUMENT, AND ALSO
AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI) SS
COUNTY OF ST. LOUIS)
FILED FOR RECORD

92 NOV -4 PH 4: 11

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

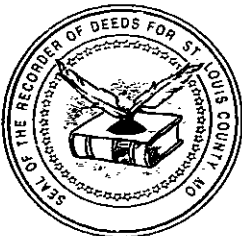
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary
Recorder of Deeds
St. Louis County, Missouri

By *J. Schenck*
Deputy Recorder



BOOK 9504 PAGE 647

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

END OF DOCUMENT
Do Not Remove This Page

POSTAGE \$ _____

RECORDING
FEES

DOCUMENT \$ 113.00
STATE USER \$ 4.00
FAHF FUND \$ 3.00

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.
FILED FOR RECORD

Destination
Code

001021 NOV-48

Notation

✓

39 TOTAL \$ 120.00

2022111600326

CERTIFIED-FILED FOR RECORD

11/16/2022 1:43:09PM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 7
RECORDING FEE: \$39.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: AMENDMENT
Grantor: CEDAR SPRINGS HOMEOWNERS ASSOCIATION
Grantee: CEDAR SPRINGS HOMEOWNERS ASSOCIATION

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 of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

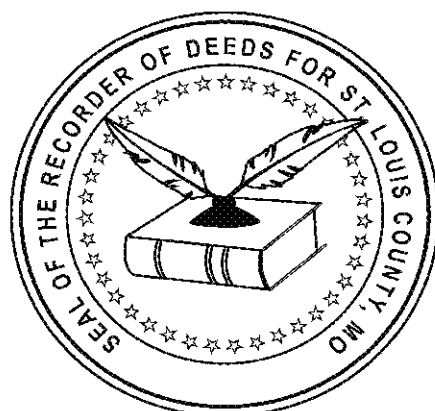
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

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 7 pages, (this page inclusive), was filed for record in my office on the 16 day of November 2022 at 1:43 pm and is truly recorded as the document number printed above.

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

JDK

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

LICENSED TO DATA TREE AND

RECORDING MEMORANDUM

Instrument: Third Amendment to Restatement of Declaration of
Covenants, Conditions, and Restrictions for Cedar Springs
Subdivision

Grantor: Cedar Springs Homeowners' Association
c/o Community Property Management
242 Old Sulphur Springs Road
Manchester, MO 63021

Grantee: Cedar Springs Homeowners' Association
c/o Community Property Management
242 Old Sulphur Springs Road
Manchester, MO 63021

Date: November 15, 2022

Legal Description: See Exhibit A, which is attached hereto and incorporated
herein by reference

County: St. Louis County, Missouri

Reference: Book 9504, Page 611

Return To: Sandberg Phoenix & The Community Association, Lawyers
600 Washington Ave., 15th Floor
St. Louis, MO 63101
(314) 231-3332

This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**THIRD AMENDMENT TO RESTATEMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CEDAR SPRINGS SUBDIVISION**

THIS THIRD AMENDMENT to the Restatement of Declaration of Covenants, Conditions, and Restrictions for Cedar Springs Subdivision is made and entered into as of this 1st day of October, 2022 by Cedar Springs Homeowners' Association.

WHEREAS, Cedar Springs Subdivision ("Subdivision") exists by virtue of the "Restatement of Declaration of Covenants, Conditions, and Restrictions for Cedar Springs Subdivision" as recorded on November 4, 1992 in Book 9504, Page 611 in the records of St. Louis County, Missouri, as amended ("Declaration"); and

WHEREAS, pursuant to Article XXIV of the Declaration, the Owners are authorized to amend the Declaration by approval of two-thirds of the votes in the Association and with the consent of the City of Town & Country; and

WHEREAS, the Owners desire to amend provisions related to borrowing, maintenance of driveways, lien priority, and expressly authorize virtual meeting and online voting; and

WHEREAS, this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Declaration is amended as follows:

A. *Section 6.12 of the Declaration related to Borrowing is deleted in its entirety and a new Section 6.12 related to the same subject is inserted in lieu thereof to read as follows:*

6.12 Borrowing. The power to borrow funds by assignment of its rights to future income (including the right to receive assessments) so long as the Board has complied with the same process for adoption of the budget as provided in Section 9.3(c) of this Declaration. Further, the Association may use the real property of the Association as security but only after obtaining affirmative approval of 80% of the votes in the Association.

B. *Section 7.3 of the Declaration related to Single-Family Owner Responsibilities is deleted in its entirety and a new Section 7.3 related to the same subject is inserted in lieu thereof to read as follows:*

7.3 Single-Family Owners Responsibilities. Each Single-Family Owner shall maintain, repair, and replace their respective Lot and Unit, including but not limited to, maintenance, repair, and repair of any walls on his Lot, whether masonry or tie walls, and care and maintenance of their rear yard and all plantings thereon except as provided in Section 7.1(c)(3) herein.

Further, after recording of this Amendment, the Association shall no longer be responsible for driveways, sidewalks, or walkways serving the Living Units as provided for in Section 7.1(c)(3). Thus, each Single-Family Owner shall be responsible for the upkeep, maintenance, repair, and replacement of the driveway serving solely the Owner's Lot subject to Article XII of the Declaration. The Association may pursue any failure of an Owner to maintain their driveway in the same manner as any other violation of the Declaration and may pursue such any and all remedies at law or equity; see Section 8.2(e) of this Declaration.

B. Section 9.10(b) of the Declaration related to Lien Priority is deleted in its entirety and a new Section 9.10(b) related to the same subject is inserted in lieu thereof to read as follows:

9.10(b) Lien Priority. For any liens executed after recording of this Amendment, a lien under this Section is prior to all other liens and encumbrances on a Lot (including any mortgage or deed of trust) except for those liens, mortgages or deeds of trust of record at the time of the recording of this Amendment, real estate taxes and other governmental assessments or charges against the Lot. The lien is not subject to the provisions of Mo. Rev. Stat. §513.475(2000)(homestead exemption).

C. Section 11.1(f) of the Declaration related to Prohibition on Transient Use is deleted in its entirety and a new Section 11.1(f) related to the same subject is inserted in lieu thereof to read as follows:

11.1(f) Prohibition on Transient Use. No Townhome or Living Unit can be used as a motel, hotel, or otherwise for transient use or tenants.

This prohibition includes: (1) conveyance of a Lot or use under a time-sharing plan or functional equivalent, (2) and Airbnb or other similar service unless such lease or agreement otherwise complies with this Article 11. In the event a lease is terminated within ninety (90) days of execution of the lease or agreement, the Townhome or Living Unit shall not be eligible to be leased for ninety (90) days thereafter. For purposes of this Section, a time-sharing plan shall include any ownership interest in a legal entity that is owner of a Lot whereby the different owners of the legal entity share or divide time for purposes of occupancy of the Lot. To ensure intent and purpose of this Section, no lease may be assigned and no subleases are permitted.

D. A new subsection (d) to Section 27.2 of the Declaration is inserted to read as follows:

27.2(d) Derivative Claims. Pursuant to Section 355.141 of the Missouri Nonprofit Corporation Act, all claims against the Association and Board related to administration of the Association and the validity of any actions taken by the Association and the Board shall be derivative except for: (1) claims related to personal injuries, (2) claims related to damage to property, and (3) claims asserting that the Association improperly applied the Governing Documents of the Association as to that individual member.

E. A new Section 20.12 of the Declaration related to Virtual Meetings and Online Platform is inserted to read as follows:

20.12 Virtual Meetings and Online Platform. The Association may utilize an online platform to conduct any meeting of the Board or the Members, and for Owners to cast a ballot on any question to be determined by the Owners; provided, however, the Association may not compel the use of such an online platform for voting. Any vote cast via such an online platform shall be deemed present for the purposes of determination of quorum.

F. The Board of Directors is authorized to execute and record this Amendment upon its approval by the Owners, and, their signatures below, certify that this amendment has been approved by the Owners in accordance with the Declaration.

G. This Amendment shall be effective upon the date of its recording with the Recorder of Deeds, St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Board of Directors of Cedar Springs Homeowners' Association hereby execute this Amendment on the day and year first above written.

This space intentionally left blank.

LICENSED TO DATA TREE AND NOTARY PUBLIC

Board of Directors
Cedar Springs Homeowners' Association, a
Missouri nonprofit corporation

By:

Bruce Shoultz

Print Name:

Bruce Shoultz

Its President

Bruce Shoultz

[NO SEAL]

Attest:

Nick Timmerman

Print Name:

Nick Timmerman

Its Secretary

STATE OF MISSOURI

COUNTY OF St. Louis

SS

On this 1st day of October, 2022 before me
Carter Adams appeared Bruce Shoultz, who, being by
me duly sworn, did say that s/he is the President of Cedar Springs Homeowners'
Association, a Missouri nonprofit corporation, and that said person acknowledged said
instrument to be his/her free act and deed on behalf of the 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.

Carter Adams
Notary Public

My Commission Expires: 05/10/2026

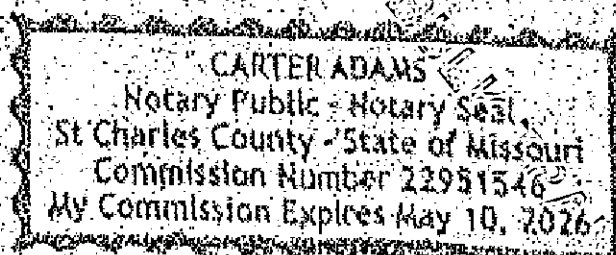


EXHIBIT A

**CEDAR SPRINGS SUBDIVISION
LEGAL DESCRIPTION**

Cedar Springs Subdivision, Plat 1, a subdivision according to the plat thereof as recorded in Plat Book 208, Page 48 of the records of St. Louis County, Missouri

Cedar Springs Subdivision, Plat 2, a subdivision according to the plat thereof as recorded in Plat Book 212, Page 20 of the records of St. Louis County, Missouri

Cedar Springs Subdivision, Plat 3, a subdivision according to the plat thereof as recorded in Plat Book 214, Page 31 of the records of St. Louis County, Missouri

2023120700042

CERTIFIED-FILED FOR RECORD

12/7/2023 7:02:40AM

Gerald Smith

Recorder of Deeds

COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6

RECORDING FEE: \$36.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: AMENDMENT

Grantor: CEDAR SPRINGS HOMEOWNERS ASSOCIATION

Grantee: CEDAR SPRINGS HOMEOWNERS ASSOCIATION

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 of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)

SS.

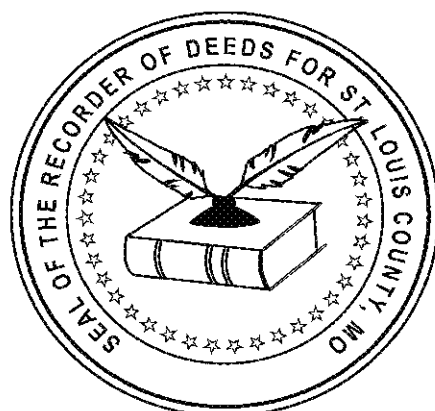
COUNTY OF ST. LOUIS)

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 7 day of December 2023 at 7:02 am and is truly recorded as the document number printed above.

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

BTG

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

LICENSED TO DATA TREE AND
COPYRIGHT © 2013

RECORDING MEMORANDUM

Instrument: Fourth Amendment to Restatement of Declaration of Covenants, Conditions, and Restrictions for Cedar Springs Subdivision

Grantor: Cedar Springs Homeowners' Association
c/o Community Property Management
242 Old Sulphur Springs Road
Manchester, MO 63021

Grantee: Cedar Springs Homeowners' Association
c/o Community Property Management
242 Old Sulphur Springs Road
Manchester, MO 63021

Date: November 24, 2023

Legal Description: See Exhibit A, which is attached hereto and incorporated herein by reference

County: St. Louis County, Missouri

Reference: Book 9504, Page 611

Return To: Sandberg Phoenix
600 Washington Ave., 15th Floor
St. Louis, MO 63101
(314) 231-3332

This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**FOURTH AMENDMENT TO RESTATEMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR CEDAR SPRINGS SUBDIVISION**

THIS FOURTH AMENDMENT to the Restatement of Declaration of Covenants, Conditions, and Restrictions for Cedar Springs Subdivision is made and entered into as of this 24th day of November, 2023 by Cedar Springs Homeowners' Association.

WHEREAS, Cedar Springs Subdivision ("Subdivision") exists by virtue of the "Restatement of Declaration of Covenants, Conditions, and Restrictions for Cedar Springs Subdivision" as recorded on November 4, 1992, in Book 9504, Page 611 in the records of St. Louis County, Missouri, as amended ("Declaration"); and

WHEREAS, pursuant to Article XXIV of the Declaration, the Owners are authorized to amend the Declaration by approval of two-thirds of the votes in the Association and with the consent of the City of Town & Country; and

WHEREAS, the Association is currently responsible for upkeep of decks serving Townhome Living Units with all costs associated with such upkeep to be allocated to the Owner of the Townhome Unit pursuant to Section 8.2(c) of the Declaration; and

WHEREAS, the Owners desire to amend provisions related to changing the responsibility for upkeep of decks within the Townhomes from the Association to the Owners to empower the Owners to have more control over their Townhome's deck; and

WHEREAS, this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Declaration is amended as follows:

A. Section 7.1(c)(2) of the Declaration reference to "wood decks" is deleted with the remaining portion of said Section remaining valid and enforceable.

B. Section 7.2 of the Declaration related to Townhome Owner Responsibilities is deleted in its entirety and a new Section 7.2 related to the same subject is inserted in lieu thereof to read as follows:

7.2 Townhome Owners Responsibilities. Each Townhome Owner shall maintain, repair, and replace all portions of their respective Lot and Unit, including but not limited to, all glass, windows, window screens, doors, storm doors, screen doors, garage doors, and garage door openers and mechanisms, decks (regardless of material type), lawns and gardens within patio areas whether enclosed or open, and any other portion not otherwise expressly the responsibility of the Association, in connection with his or her respective Unit.

Further, after recording of this Amendment, the Association shall no longer be responsible for wood decks serving the Units as provided for in Section 7.1(c)(2). Thus, each Townhome Owner shall be responsible for the upkeep, maintenance, repair, and

replacement of the deck (regardless of materials) serving solely the Owner's Lot and Living Unit subject to Article XII of the Declaration. The Association may pursue any failure of an Owner to maintain their decks in the same manner as any other violation of the Declaration and may pursue such any and all remedies at law or equity; see Section 8.2(e) of this Declaration.

C. The Board of Directors is authorized to execute and record this Amendment upon its approval by the Owners and, their signatures below, certify that this amendment has been approved by the Owners in accordance with the Declaration.

D. This Amendment shall be effective upon the date of its recording with the Recorder of Deeds, St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Board of Directors of Cedar Springs Homeowners' Association hereby execute this Amendment on the day and year first above written.

This space intentionally left blank.

LICENSED TO DATA TREE AND NOT

Board of Directors
Cedar Springs Homeowners' Association, a
Missouri nonprofit corporation

By: [Signature]

Print Name: Bruce Shoults

Its President

[NO SEAL]

Attest: [Signature]
Print Name: Sharon Juch

Its Secretary

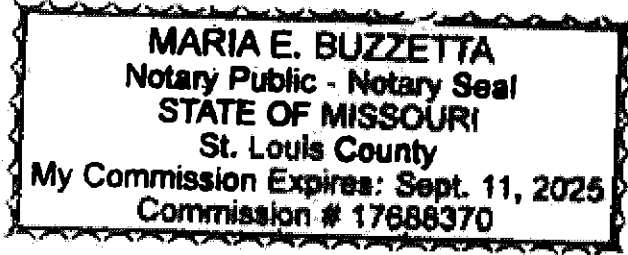
STATE OF MISSOURI)
COUNTY OF ST Louis) SS

On this 24 day of November 2024 before me
a Notary Public [Signature] appeared Bruce Shoults, who, being by me
duly sworn, did say that s/he is the President of Cedar Springs Homeowners' Association,
a Missouri nonprofit corporation, and that said person acknowledged said instrument to
be his/her free act and deed on behalf of the 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.

[Signature]
Notary Public

My Commission Expires: 9-11-25



MY OFFICIAL BULK TRANSFER.

EXHIBIT A

**CEDAR SPRINGS SUBDIVISION
LEGAL DESCRIPTION**

Cedar Springs Subdivision, Plat 1, a subdivision according to the plat thereof as recorded in Plat Book 208, Page 48 of the records of St. Louis County, Missouri

Cedar Springs Subdivision, Plat 2, a subdivision according to the plat thereof as recorded in Plat Book 212, Page 20 of the records of St. Louis County, Missouri

Cedar Springs Subdivision, Plat 3, a subdivision according to the plat thereof as recorded in Plat Book 214, Page 31 of the records of St. Louis County, Missouri