

RECORDING MEMORANDUM

Instrument:

Grantor: The Harbors at Lake Chesterfield Homeowners Association

Grantee: The Harbors at Lake Chesterfield Homeowners Association

Date: _____, 2021

Legal Description: See Exhibit "A" attached hereto

County: St. Louis County, Missouri

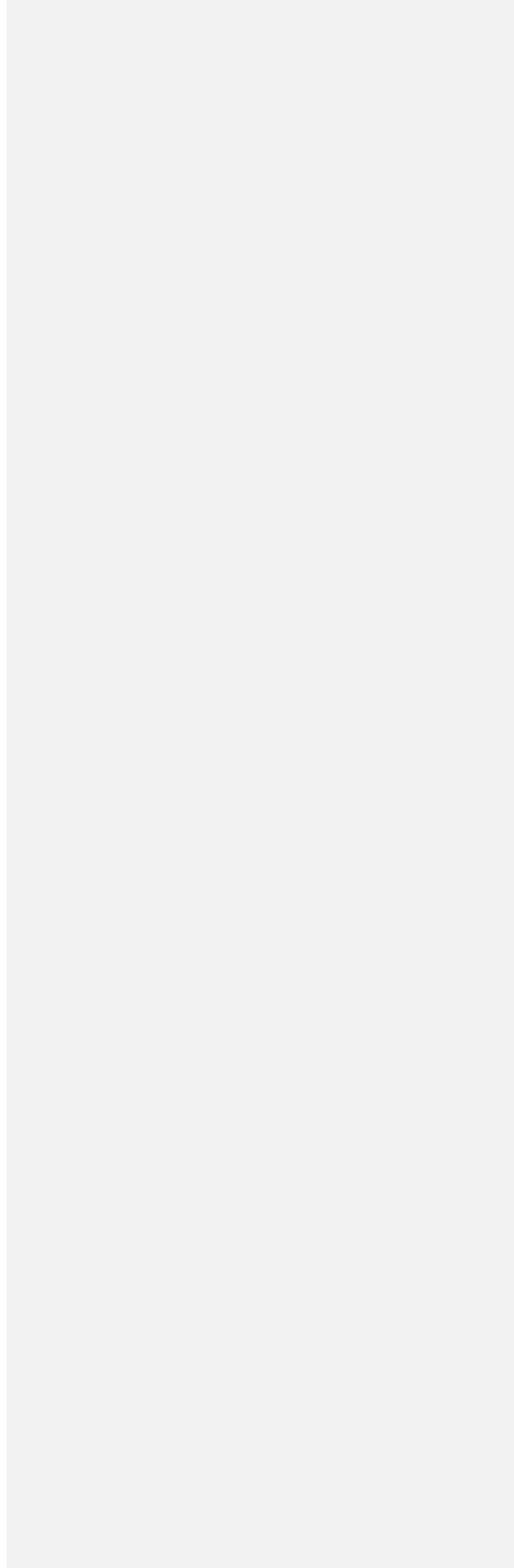
Reference: Book 8055, Page 1865-1890 Book 8055, Page 1891-~~2008~~1919
Book 8091, Page 630-634 Book 8097, Page 886-890
Book 8154, Page 1127-1128 Book 8352, Page 479-493
Book 8352, Page 494-514
Plat Book ~~XX257~~, Pages 36-41 ~~Plat Book XX257, Page 42~~
Plat Book 258, Pages 4-5 Plat Book 261, Page 70
Plat Book 275, Page 14 Plat Book 278, Page 88
Plat Book 288, Page 60 Plat Book 263, Pages 49-51
Plat Book 278, Pages 25-28

Return to: Gateway Law STL
3407 S. Jefferson, #106
St. Louis, MO 63118
(314) 529-0717

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. 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.

DRAFT



**The Harbors at Lake Chesterfield Homeowners'
Association**

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

SUPERSEDES

**Indenture of Trust The Harbors at Lake Chesterfield
St. Louis County, Missouri**

Original Draft Presented to Owners for Comment (with Table of Contents Updated)
Dated 5/14/2021 This redline shows the changes made to the Original Draft based upon
comments by the Owners
Dated 5/26/2021

Additional changes made but not reflected on redline (highlighted instead):

Section 7.3 (a)- increase cap reduced from 20% to 15%

Section 7.3 (c) previously read "If the proposed Supplemental Assessment, Special
Assessment or respective budget increase exceeds 15% of the respective annual
assessment for that year, it must be ratified pursuant to the Ratification Process."

This redline is dated June 8, 2021 and incorporates all prior changes.

DRAFT

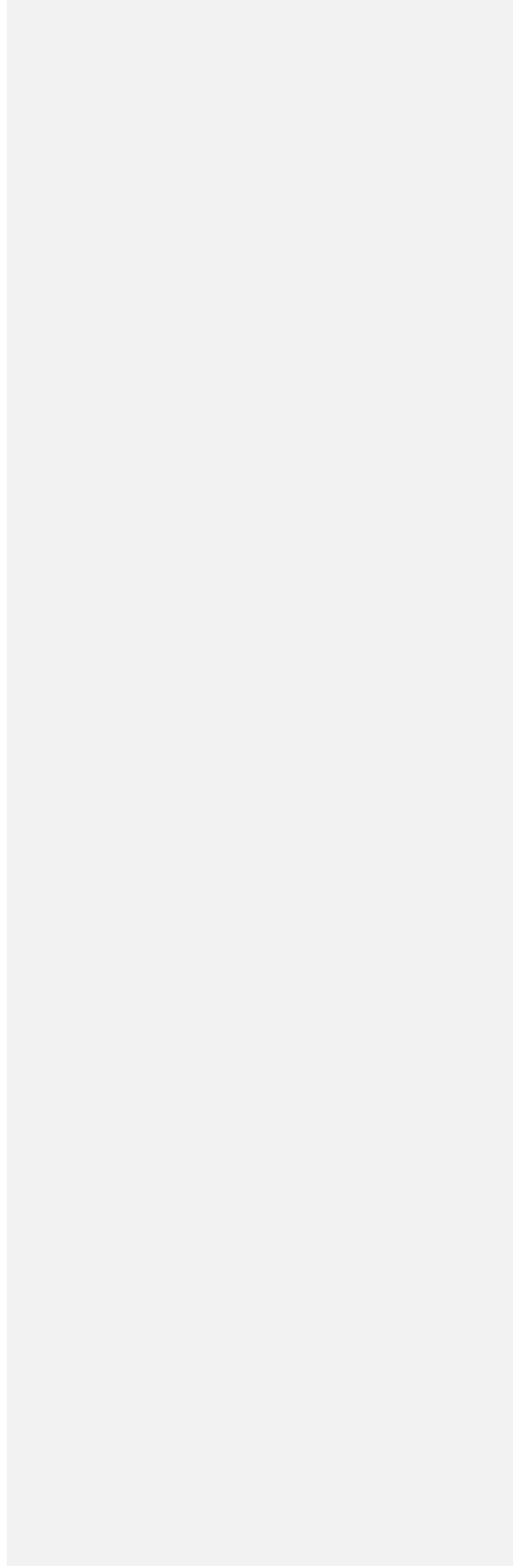


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Exhibit A Legal Description
 Exhibit B Lots and Living Units Plat

**The Harbors at Lake Chesterfield Homeowners' Association
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION of Covenants, Conditions and Restrictions is made this _____ day of _____, 202__ by The Harbors at Lake Chesterfield Homeowners' Association, a Missouri nonprofit corporation (the "Association"), on behalf of its Owners of Lots comprising of The Harbors at Lake Chesterfield Subdivision (the "Subdivision").

RECITALS:

A. The Harbors at Lake Chesterfield Subdivision ("Subdivision") is a residential community created and existing under the "Indenture of Trust, The Harbors at Lake Chesterfield" as recorded in January 1987 in Book 8055 at Page 1865 and the "Subindenture of Trust and Restrictions, Harbors at Lake Chesterfield" as recorded in Book 8055 at Page 1891, as may be amended in Book 8091 at Page 630, Book 8097 at Page 886, Book 8154 at Page 1127, Book 8352 at Page 479 and Book 8352 at Page 494, all in the records of St. Louis County; ~~the Indenture, and~~ as otherwise may be amended, is referred to herein as the "Original Declaration"; and

B. Certain real property ("Property") was subjected to the Original Declaration as more particularly described in Exhibit "A" attached hereto and incorporated by reference herein; and

C. Said Property was subdivided into individual Lots and Common Ground by virtue of the Plats recorded in Plat Book ~~XX257~~, Pages ~~XX36 to XX41~~ on ~~DATE~~ January 26, 1987, Plat Book ~~XX257~~, Pages ~~XX42 to XX~~ on ~~DATE~~ January 26, 1987, Plat Book 258, Pages 4-5 on February 17, 1987, Plat Book 261, Page 70 on May 20, 1987, Plat Book 275, Page 14 on May 5, 1988, Plat Book 278, Page 88 on August 8, 1988, Plat Book 288, Page 60 on June 19, 1989, Plat Book 263, Pages 49-51 on June 29, 1987 and Plat Book 25-28 on July 22, 1988, all of the record of St. Louis County, Missouri, as may be amended ("Plat"); the Plat is incorporated herein by reference; and subsequent subdividing of land and creation of Lots and Living Units occurred within the Property described above; and

D. The easements, streets, rights of way, utilities, drainage channels and facilities, and other Common Ground and common interests established on the Plat and in the Original Declaration are for the exclusive use and benefit of the current and future Owners of Lots and its residents, 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 streets, storm water drainage, utilities and other facilities and utilities for the use and benefit of the Owners of Lots and its residents, subject to the Original Declaration; and

E. All easements, covenants, conditions and restrictions contained in the

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Original Declaration jointly and severally provide for the benefit of all persons who may purchase, hold or reside upon the Property; and

F. It was the purpose and intention of the Original Declaration to preserve the Property as a restricted neighborhood and to protect the same against certain uses, and to apply the plan of the Original Declaration and Plat to all of the Property and mutually to benefit and restrict the Owners of Lots and Living Units and its residents; and

G. The Subdivision consists of Owners of Lots and Living Units as depicted on the Plats; and

H. The Owners are authorized to amend the Original Declaration by a written affirmative "vote of two-thirds (2/3rds) of the Owners; and

I. The Owners desire to amend and restate the Original Declaration and release Original Declaration from the records of St. Louis County, Missouri, and to replace them with this amended and restated Declaration of Covenants, Conditions and Restrictions effective upon its recording, with separate By-Laws that need not be recorded; and

J. The Owners desire to amend and restate the Original Declaration to foster effective and efficient governance of the Subdivision, permit flexibility, remove obsolete Declarant provisions, enhance the relationship between the Owner and the Board, comply with agencies insuring mortgage loans, all for the general health and welfare of the Owners and in the best interests of the community as a whole, as more particularly set forth below.

NOW THEREFORE, the Owners, pursuant to said authority, hereby release the "Indenture of Trust, The Harbors at Lake Chesterfield" as recorded in Book 8055 at Page 1865, and the "Subindenture of Trust and Restrictions, Harbors at Lake Chesterfield" as recorded in Book 8055 at Page 1891, with the amendments recorded in Book 8091 at Page 630, Book 8097 at Page 886, Book 8154 at Page 1127, Book 8352 at Page 479 and Book 8352 at Page 494, in ~~its~~ their entirety from the records of St. Louis County, Missouri, and substitute this "Declaration of Covenants, Conditions and Restrictions for The Harbors at Lake Chesterfield Subdivision" in lieu of the Original Declaration thereof and adopt new By-Laws that need not be recorded, as follows:

PART ONE: INTRODUCTION

The Harbors at Lake Chesterfield Homeowners' Association was created in 1987 under the Original Declaration. The Harbors at Lake Chesterfield was originally intended to be developed as a Mixed Use Development including both residential and commercial properties pursuant to the St. Louis County Ordinance Number 12,511, 1986. The community instead

was developed solely as a residential community containing both Single Family Lots and Multi-Family Living Units. In recognition of changes in the law and evolution of best practices, the Owners desired to update the Original Declaration.

The objective of this Declaration is to foster effectiveness and efficiency in the performance of the Association's functions, to balance the rights and responsibilities of the Owners, to have reasonable restrictions on use of properties and standards for architectural design review, to remove obsolete Declarant provisions, and to provide reasonable flexibility for adapting to changing circumstances in the future. The result is this Declaration and separate By-Laws which preserve the plan of the Community and property rights under the Original Declaration, while updating many of the provisions of those documents.

ARTICLE I: DEFINITIONS

1.1 **"Association"** means The Harbors at Lake Chesterfield Homeowners' Association and its successors and assigns.

1.2 **"Board of Directors"** or **"Board"** means the body designated to act on behalf of the Association.

1.3 **"By-Laws"** means the By-Laws of the Association and any amendments.

1.4 **"Common Expenses"** means expenses or financial liabilities of the Association, including: (a) expenses of administration of the Association, (b) maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; (d) expenses declared to be Common Expenses by this Declaration; (e) expenses agreed upon as Common Expenses by the Association; and (f) such reasonable reserves as ~~may be~~ established by the Association.

1.5 **"Common Ground"** or "Common Property" means all the common areas and easements as depicted on the Plat, the real property comprising the Recreational Facilities, entrance monuments, lakes, detention basins and other storm water control easements and facilities, open spaces, any sanitary and storm sewer facilities, and utility installations such as street lights (except utilities located on a Lot or dedicated to a municipality or quasi-municipal entity), roadways (if any not dedicated to government or quasi-governmental entity for public use), the pool parking lot, all improvements on the Common Ground, and such other common areas as the Association may acquire in the future. The Common Ground shall be held and operated for the common use and enjoyment of the Owners and their residents.

1.6 **"Declaration"** means this instrument, as may be amended.

1.7 “**Documents**” or “**Governing Documents**” means this Declaration, Plats, Articles of Incorporation, By-Laws, Rules, Architectural Guidelines, and any amendments.

1.8 “**Living Unit**” means and refers to any individual residence within a multi-family building on the Properties designed and intended for independent residential use.

1.9 “**Lot**” means a separate parcel of land, containing a Single Family Residence and other improvements thereon, the location and dimensions of which are depicted on the Plat.

1.10 “**Member**” means the record Owner of a Lot or Living Unit in the Subdivision.

1.11 “**Nonprofit Corporation Act**” or “**NCA**” means the Missouri Nonprofit Corporation Act, Chapter 355, Mo. Rev. Stat., as may be amended.

1.12 “**Ordinance**” means any applicable ordinances, codes or regulations of St. Louis County, Missouri, or its successor(s), as may be amended, and the municipality of Wildwood, as may be amended, or of such local government as may have jurisdiction in the future.

1.13 “**Original Declaration**” means the instruments described in Recital “A.”

1.14 “**Owner**” means any Person who has a recorded fee simple title to a Lot or Living Unit in the Subdivision, not including any person having a Security Interest in the Lot. The records of the St. Louis County Recorder of Deeds shall be conclusive in determining ownership.

1.15 “**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.

1.16 “**Plat**” means the Plats of The Harbors at Lake Chesterfield Subdivision and/or The Harbors at Lake Chesterfield Homeowners’ Association as described in the Recitals.

1.17 “**Property**” means the land, improvements, easements, rights and appurtenances, more particularly described in the Plat and in Exhibits “A” attached hereto, and subjected to the Original Declaration.

1.18 “**Recreational Facilities**” means the swimming pool, clubhouse, tennis courts and any other amenities.

1.19 **“Residence”** means any building on a Lot or Living Unit depicted on the Plat designed and intended for independent residential use (i.e., single family dwelling).

1.20 **“Rules”** means rules and regulations adopted by the Board pursuant to the Governing Documents.

1.21 **“Security Interest”** means an interest in any Lot in the Subdivision created by contract or conveyance, which secures payment or performance of an obligation.

1.22 **“Subdivision”** or **“The Harbors at Lake Chesterfield Subdivision”** means the Owners and Property that are subject to this Declaration.

1.23 **“Subcommunity”** means an area within The Harbors at Lake Chesterfield that was developed and subjected to an additional set of Subindentures, specifically Lakeside Villas Condominium Association.

1.24 **“Subindenture”** means an additional set of restrictions pertaining to a Subcommunity within The Harbors at Lake Chesterfield Subdivision which is recorded with the St. Louis County Recorder of Deeds and imposes additional covenants and restrictions upon the designated parcels.

ARTICLE II: LOCATION, LOTS, BOUNDARIES, ALLOCATED INTERESTS

Each Lot and Living Unit has a right to use the Common Ground and a share of Common Expenses and votes in the Association. These shares are called the “Allocated Interests.”

2.1 **Location.** The Subdivision is located in St. Louis County, Missouri, the municipality of Wildwood, and consists of the Property.

2.2 **Number of Lots and Living Units.** There are 676 Residences in the Subdivision made up of Lots and Living Units. There are 614 Single Family Lots, 62 Multi-Family Living Units in the Community. The Lots and Living Units in the Subdivision are numbered and described more particularly on the Plat and as attached hereto in Exhibit B;

(a) 172 Single Family Lots in Phase 1 located on Centerpointe Drive, Crestmont Circle, Watercrest Court, Boathouse Drive, Windjammer Lane, Spinnaker Way;

(b) 158 Single Family Lots in Phase 2 located on Waterfront Way, St. Thomas Isle Lane, St. Thomas Isle Court, Grand Isle Court, Cancun Circle, Mission Bay Drive, Mission Bay Court, Marina Del Ray Lane, Venice Place Court;

(c) 166 Single Family Lots in Phase 3 located on Beacon Point Lane, Trade Winds Court, Barrier Reef Court, Coral Reef Court, Sea Breeze Court, Surfview Court;

(d) 33 Single Family Lots and 62 Multi-Family Living Units in Phase 4 located on Waterside Drive, Charter Way;

(e) 85 Single Family Lots in Phase 5 located on Cove Landing Drive, Cove Landing Court, Sailor Cove Court, Bayshore Cove Court;

2.3 **Subindentures and Subcommunity.** Certain areas of the Community were developed and subjected to additional covenants and restrictions. These areas are subject to separate declarations or indentures which are subordinate to this Declaration.

(a) **Membership.** Owners of any Lot or Living Unit within a Subcommunity shall be a member of the association created by the Subindenture and shall be afforded the rights and responsibilities as described therein.

(b) **Common Facilities.** A Subcommunity may contain its own common facilities or common ground that is separate from that described herein.

(c) **Assessments.** Lots and Living Units within a Subcommunity shall be subject to assessments as provided in its Subindenture. Assessments imposed shall be in addition to the assessments provided in Article Seven herein.

2.4 **Property Taxation.** Each Lot and Living Unit constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed. The Common Ground shall not be subject to separate assessment or taxation.

2.5 **Subdividing, Converting and Relocating Lot Boundaries.** After the effective date of this Declaration, the subdivision or consolidation of a Lot or Living Unit or boundary adjustment is prohibited without the consent of the Board. Any such modifications are subject to applicable provisions of law and the Ordinances, by an amendment to the Plat by the affected Owners, at their expense and with the Association's consent by the Board joining in the execution of such instrument. No such adjustment shall reduce the number of Lots or Living Units for purposes of membership, voting or assessments.

2.6 **Allocated Interests.** The rights of the Owners shall be exercisable and appurtenant to and in conjunction with their ownership of a Lot or Living Unit, based upon the following allocated interests:

(a) Each Owner shall have a nonexclusive easement and right to use the Common Ground, subject to the provisions of the Governing Documents.

(b) Common Expense Liability is each Lot and Living Unit's share of the Common Expenses which shall be allocated on the basis of equality, subject to Section 7.2(a) and 7.3.

(c) Votes in the Association for all purposes are allocated on an equal basis, i.e. the Owner of each Lot or Living Unit having one vote of equal weight. If a special assessment or supplemental assessment is necessary for a Common Expense benefitting only a Subcommunity, then any necessary vote shall be obtained from only those Lots or Living Units benefited.

2.7 **City of Wildwood, St. Louis County.** The Subdivision is subject to the Ordinances of St. Louis County and the City of Wildwood.

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PART TWO: COMMUNITY GOVERNANCE

ARTICLE III: ASSOCIATION

The Subdivision's success as a residential community is dependent on the support and participation of the Owners. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While certain powers and responsibilities are vested in the Association's Board of Directors, significant decisions are reserved for the Association's membership -- the Owners.

3.1 Creation, Name. There shall be a homeowners' association, the name of which shall be "The Harbors at Lake Chesterfield Homeowners' Association" ("Association").

(a) Successor in Interest. The Association shall be deemed the legal successor in interest to the Directors named in the Original Declaration and their successors. ~~Upon the Effective Date of this Declaration, the Owners ratify that all assets and liabilities of the Directors, including title to all Common Ground has been transferred and assigned to the Association.~~

(b) Nonprofit Corporation. The Association is and should remain to be organized as a Missouri nonprofit corporation under the NCA unless a different form of organization is approved as may be provided in the By-Laws. In the event the Association is not organized as a nonprofit corporation, it nevertheless shall have full authority to exercise its rights and responsibilities under the Governing Documents.

3.2 Membership. Each Owner of a Lot or Living Unit is automatically a Member of the Association by virtue of such ownership. Membership at all times shall consist exclusively of all the Owners or, following condemnation under Section 17.4 or termination of the Subdivision under Section 17.5, of all former Owners entitled to distributions of proceeds, or their heirs, successors or assigns.

3.3 Member in Good Standing. A "Member in Good Standing" is a Member who is current in the payment of all assessments, fines and other charges imposed under the Governing Documents and has no outstanding violations or pending litigation with the Association. Any outstanding violations must be abated or an ~~alteration~~ application for exception (when appropriate) may be submitted to the Board to gain board approval as per Article XI before the Owner can be a Member in Good Standing. An Owner must be a Member in Good Standing to be a candidate for election as Director, to serve as Director, to vote in any Association matter, or to use the recreational facilities.

3.4 Management. Operation of the Subdivision is vested in the Association.

3.5 Authority. No Owner, except an officer or director of the Board, shall have any authority to act for or on behalf of the Association, unless authorized in writing by the Board.

3.6 Board of Directors. There shall be a Board of Directors ("Board") which shall act on behalf of the Association in all matters, except as expressly limited by Governing Documents, and shall be deemed to be the board of directors under the NCA. The number of Directors shall be set in the By-Laws but shall not be less than three.

The qualifications to serve as a director, their election and indemnification are provided for in the By-Laws.

3.7 By-Laws. The Association shall be administered under the By-Laws, which need not be recorded.

ARTICLE IV: ASSOCIATION POWERS AND DUTIES

The Association is the entity responsible for governance and administration of the Subdivision, for performance of certain maintenance responsibilities, enforcement of covenants and restrictions, and otherwise for implementation of the Governing Documents. The powers and duties of the Association, acting by and through the Board except for such matters reserved exclusively for the Owners, shall include those set forth in the Governing Documents and NCA, and as inferable therefrom. The Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it under law and the Governing Documents.

The Association shall have the following powers:

4.1 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect annual and special assessments from the Owners as provided in Articles VII and VIII.

4.2 Control of Common Property. To exercise such control over the easements, streets and roads, and sidewalks (except for those easements, streets and roads, and sidewalks which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, monuments, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the various recorded plats of the Properties, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to 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 Recreational Facilities, and the right to establish traffic rules and regulations for the usage of driveways, streets, and parking lots in the Properties. Without limiting the generality of the foregoing, the Board and/or the Metropolitan St. Louis Sewer District, its successors and assigns, shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

4.3 Maintenance. The power to maintain, preserve, repair, replace, and improve the Common Property and improvements thereon and for the exclusive use and benefit of Owners and occupants of the Properties, and to pay real estate taxes and assessments on said Common Property out of the general assessment hereinafter authorized; to maintain and improve the Common Property with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners and occupants, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations, the terms and conditions of the Common Property, all for the benefit and use of the Owners and occupants and according to the discretion of the Board.

4.4 Dedication and Easements. The power to establish, grant and dedicate easements for public utilities and private service providers in addition to any shown on the Plat in, over and through the Common Ground, and to release same.

4.5 Contracting. The power to enter into contracts and make liabilities for the maintenance, management, operation, repair, replacement, improvement and servicing of the Common Ground and administration of the Association.

4.6 Rulemaking. The power to adopt and amend Rules to carry out the intent and purposes of the Governing Documents. Any Rules shall be subject to notice and opportunity to comment for the Owners prior to final adoption but shall not require a vote of the Owners. The Rules shall be reasonable and foster the maintenance and conservation of the Subdivision, the health, comfort and welfare of the Owners, and preservation and enhancement of the Property, all in the best interests of the community as a whole. All Owners, their families, tenants, occupants, guests and invitees, and mortgagees, shall be subject to the Rules.

4.7 Standing. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two or more Owners on matters affecting the Property, the Association, or the community as a whole.

4.8 Penalties. The power (a) to impose interest and charges for late payment of assessments and (b) after notice and opportunity to be heard, to levy reasonable fines

and/or penalties for a violation of any provision of the Governing Documents. Notice and opportunity to be heard shall be conducted as described in the By-Laws and according to any rules and regulations adopted by the Board. Penalties shall be collectable in the same manner as assessments under Article VIII.

4.9 Neglected Lots and Residences. The power and right of access to a Lot or Living Unit, after notice and opportunity to cure or when appropriate to be heard (except in an emergency as may be determined by the Board), to correct neglected conditions or violations on any Lot or Living Unit (including but not limited to landscaping and removing trash and debris). The Owners and/or occupants thereof may be charged with the reasonable expenses so incurred, including reasonable attorney's fees, which shall be collectable in the same manner as assessments under Article VIII. The Association shall also have the power and right of access, as may be necessary to maintain, repair or replace any Common Ground accessible from any Lot or Living Unit, or to make repairs necessary to prevent damage to the Common Ground or to another Lot or ~~Residence~~Living Unit, or abate or remove any violation on the Common Ground. The Association and its agents and employees shall be entitled to entrance by exhibiting to the Owner or occupant a Board resolution, and shall not be deemed guilty or liable for any manner of trespass. If damage occurs on Common Ground or a Lot or ~~Residence~~Living Unit by the Association's acts, the Association would be liable for the prompt repair thereof.

4.10 Administrative Charges. The power to impose reasonable charges to a particular Lot ~~or Living Unit~~ for the preparation of resale certificates, information for transfer of ownership or occupancy, statements of unpaid assessments, any administrative fee or expense imposed by a management company including late notices, and such other matters as may be requested or required of the Association by an Owner, on behalf of an Owner or for the benefit of an Owner. In the event any professional services are required by the Association in connection with a request by an Owner, on behalf of an Owner or for the benefit of an Owner, the fees incurred for such services shall be paid by or assessed against the Lot ~~or Living Unit~~ of said Owner. The Board may also charge reasonable ~~admission and other fees~~ for and related to the use of the Recreational Facilities including but not limited to preparation and replacement of access passes or keys for the amenities.

4.11 Deposits. The power to require and collect a reasonable deposit in connection with the proposed construction of any structure in the Property (fences, building additions, detached buildings, outbuilding, swimming pool, tennis courts, or other) in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots ~~and Common Ground~~ and that any and all damages to subdivision improvements shall be repaired.

4.12 Insurance. The power 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 covering improvements on the Common Ground,

comprehensive general liability insurance, directors' and officers' liability insurance, and fidelity insurance as set forth in the By-Laws, and such other coverage as deemed appropriate by the Board, and the power to provide for the indemnification of the Directors and officers of the Board, and the Members of the Association.

4.13 Borrowing. The power to borrow funds to carry out the Association's purposes, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments), provided that the Owners ratify such borrowing in the same manner as ratification ~~of the annual budget described~~ under Section 7.3.

4.14 Trash and Recycling. The power to contract for community-wide trash, garbage and recycling services for the entire Subdivision.

4.15 Community Activities. The power to provide social, educational, wellness, environmental, and other community programs and activities.

4.16 Change Use of Common Ground. The power to change the use of any portion of the Common Ground, with an affirmative vote from at least a majority of the Owners, voting as provided in the By-Laws.

4.17 Conveyance and Acquisition of Common Property. The power to acquire, hold and convey Common Property or portions thereof, in accordance with and subject to the provisions of this Indenture, and to deal with any such Common Property as hereinafter set forth. Conveyance of Common Property shall require an affirmative vote from at least a majority of the Owners, voting as provided in the By-Laws.

4.18 Enforcement of Restrictions. The power to carry out and/or enforce the provisions of the Governing Documents including the power to impose and levy fines and any other relief and remedies as described herein or as otherwise authorized in law and/or equity including reasonable attorney's fees with or without litigation. Costs and fees associated with enforcement shall be collectable in the same manner as assessments pursuant to Article VIII.

4.19 Resale Certificate. The power to issue a resale certificate upon written request by an Owner, including, at minimum, a copy of the Governing Documents, current certificate of the Association's insurance, current annual budget, most recent annual financial statement, amount of any unpaid assessments or other charges against the Lot or Living Unit, a statement of any unresolved violation by the Owner ~~of the Lot~~, and a statement of any unsatisfied judgment against the Association, and a statement of the status of any pending litigation against the Association. The Owner would be responsible to pay the expense for the resale certificate and any professional or administrative fees associated with its preparation.

4.20 Merger and Consolidation; Cooperation. The power to cooperate and contract with the Board or Trustees of adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area. The power for the Subdivision to be merged or consolidated with one or more subdivisions into a single subdivision by agreement approved by at least two-thirds (2/3) of the Owners, voting as provided in the By-Laws.

4.21 Improvement District. The power to make application to local government to establish a Community Improvement District, Neighborhood Improvement District, or such other special taxing district as may be appropriate for the Subdivision and the Association, with approval of the owners in accordance with Missouri law.

4.22 Interpretation. The power to interpret and construe the Governing Documents, and to implement and to carry out the purposes and intentions of the Governing Documents for the benefit of the community as a whole.

4.23 Limitations on Board. The Board shall not have any power to amend this Declaration or the By-Laws (except as provided in Section 13.3), or to terminate the Association or the Subdivision, or to elect Directors or determine the qualifications, powers and duties or terms of office of Directors (except to fill vacancies), or to take any other action expressly reserved to the Owners.

4.24 General. The power to exercise such other powers as may be provided under law, the Governing Documents, and the NCA, 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 governing the Association in the best interests of the community as a whole.

PART THREE: PROPERTY RIGHTS AND RESPONSIBILITIES

ARTICLE V: MAINTENANCE RESPONSIBILITIES

Effective maintenance, repair and replacement of the improvements in the Subdivision are vital to preserving an attractive appearance and property values in the community. The provisions of this Article allocate the responsibilities for maintenance, repair and replacement to the Association and the individual Owners.

5.1 Association Responsibilities.

(a) Title to Common Ground. Any interest in the Common Ground held by the Association by virtue of the Original Declaration shall remain with the Association in fee simple upon the Effective Date of this Declaration.

(b) Control of the Common Ground. The Association shall exercise such control over the Common Ground (except for those easements, streets and roads, and sidewalks (if any) which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, Common Property, park areas, lakes, cul-de-sac islands, medians, entrance markers, monuments, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the various recorded plats of the Property, as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to 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 the right to establish traffic rules and regulations for the usage of driveways, streets and parking lots in the Properties. Without limiting the generality of the foregoing, the Board and/or the Metropolitan St. Louis Sewer District, its successors and assigns shall have the right to drain any lakes in the Properties as necessary and required to repair any sewer lines installed under such lakes.

(c) Maintenance of Common Ground. The Association shall maintain, repair and replace all the Common Ground and any improvements thereon, including off-street parking areas, as well as sanitary and storm sewers and drains, if any that are not dedicated to St. Louis County, the City of Wildwood, or other local government municipality. The Board shall exercise its business judgment as to the manner, schedule, costs and other matters to carry out this responsibility. The Board shall have no duty to replace trees on the Common Ground.

5.2 Owner Responsibilities. Each Owner at his own expense shall maintain, repair and replace the following as provided in this Section.

(a) Lot Easements, Utilities and Drainage Facilities. Easements for installation and maintenance of utilities and drainage facilities as may be depicted 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.

(b) All Lots and Living Units. Each Owner shall maintain and keep his Lot or Living Unit in good order and repair. Any glass surfaces, garage doors, shutters,

awnings, window boxes, driveways, doorways, doorsteps, sidewalks, walks, decks, air conditioning units, stoops, steps, mailboxes, utilities, utility meters, porches, balconies, patios, and all exterior doors and windows, siding, brick, fences and other fixtures designated to serve a Residence but located outside the Residence's boundaries are allocated exclusively to the respective Lot or Living Unit and are the respective Owner's responsibility to maintain, repair and replace.

(c) Single Family Lot. The Owner(s) of a Single Family Lot shall maintain, repair and replace at his own expense his respective Lot, Residence (including but not limited to repainting the exteriors as necessary) and improvements and landscaping on the Lot, including all utilities, lateral sewer lines and surface drainage servicing the Lot.

(d) Multi-Family Living Units and Villas. The Owners of Multi-Family Living Units and Villa Living Units shall be responsible for maintenance, repair and replacement as described in the Subindenture for the respective Subcommunity.

The Association ~~may~~ shall establish community standards to guide compliance with this Section and in accordance with Section 4.6 ("Rulemaking").

5.3 Failure to Maintain. In the event an Owner fails to fulfill any responsibility set forth in this Article or causes damage to his Lot or ~~Residence~~ Living Unit, or property of another Owner or the Common Ground, the Board may notify the Owner of the particular condition and prescribe an appropriate corrective measure and reasonable schedule for the corrective work. In the event the Owner fails to comply with said notice, the Board, after opportunity to be heard, may access the Lot ~~or~~ Living Unit as provided in Section 4.9 and take the corrective measures and assess all costs (including attorney's fees and/or other professional fees) against the defaulting Owner, which shall be collectable in the same manner as provided in Article VIII. Any actions taken by the Board, their agents or employees pursuant to this Section shall not subject them to liability for trespass.

ARTICLE VI: EASEMENTS

6.1 Easement Appurtenant. Perpetual easements for the use and enjoyment of the Common Ground are hereby established appurtenant to all Lots ~~and~~ Living Units for use by the Owners thereof, their families, guests and invitees.

6.2 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 the Governing Documents.

6.3 Existing Easement. Easements as shown on the Plat are established and dedicated for streets and roads, electricity, gas, water and telephones and for all other public and private utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telecommunications wires and equipment and electrical conduits and wires on the Common Ground.

6.4 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.

6.5 Encroachment Easement. Should any portion of a Residence constructed by the Developer overhang or encroach on an adjacent Lot or Living Unit or on any Common Ground, the Owner of the overhanging or encroaching Residence shall have an easement on such adjacent Lot Living Unit or Common Area, as the case may be, to permit the overhanging or encroaching portion of such Residence to remain in the same state and location as when such Residence was first occupied for residential use. Such easement shall be appurtenant to and shall pass with the title of the Lot or Living Unit on which said Residence was constructed.

PART FOUR: FINANCIAL MATTERS

ARTICLE VII: COMMON EXPENSE ASSESSMENTS, BUDGET

The objectives of this Article are to foster financial stability of the Association, establish a budget process to meet the reasonable and necessary expenses of the Association with oversight by the Owners, and to provide flexibility to meet unanticipated circumstances over time.

7.1 Covenant to Pay. Each Owner, regardless of the manner in which he acquired title to his Lot or Living Unit, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be personally liable for all assessments and other charges coming due while he is Owner.

7.2 Common Expenses Attributable to Fewer than all Lots or Living Units. Notwithstanding the allocation of Common Expense Liability stated in Section 2.6:

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

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

(c) Any increase in the Association's insurance premium attributable to a particular Lot or Living Unit by virtue of activities in or on the Lot or Living Unit shall be assessed against such Lot or Living Unit.

(d) Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot or Living Unit, or to the Common Ground, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Living Unit.

(e) Fees, charges, expenses, costs of correcting or abating a violation or otherwise enforcing this Declaration, late charges, fines, collection costs, interest, charges imposed under ~~Section 4.9, damages under Section 5.3 and Section 11.5, this Declaration,~~ court costs and other expenses of litigation, and reasonable attorney's fees and professional fees with or without litigation, charged against an Owner pursuant to the Governing Documents, are enforceable as an assessment under this Article ~~and Article VIII.~~

7.3 Preparation and Adoption of Budget.

(a) Annual Assessments. The Board shall prepare a proposed annual budget, including an estimate of the income and Common Expenses of the Association and each Owner's assessment to provide for the Common Expenses for the forthcoming year ~~and contribution to the reserve fund based upon a reserve study~~ ("Master Budget").

The maximum annual assessment shall be \$702.00 per Lot. Assessments allocated to Living Units shall be Sixty-Six and Two-Thirds percent (66 2/3%) of that amount. The Board may increase such assessment for any assessment year by an amount not to exceed ten-percent of the previous year's assessment. Any proposed increase in excess of 10% of the prior year's assessment requires a majority vote of the Members in Good Standing present at a meeting. Annual assessments shall not increase more than **fifteen-percent (15%)** in a five (5) year time period.

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In no event shall the annual assessment or any supplemental, special or storm water assessment under this Article levied against a Living Unit exceed Sixty-Six and Two-Thirds percent (66 2/3%) of the same such assessment levied against a Lot.

The Board may choose to establish a Budget Committee to help them with the preparation of the Budget. Notice of each annual assessment shall be given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot or Living Unit against which it applies. In the event that a notice of assessment is not provided by the Board, the most recent assessment shall remain in effect until a subsequent assessment is imposed by the Board.

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(b) Supplemental Assessments. If the Board determines that revenue is not sufficient to meet the Common Expenses, the Board may adopt a supplemental assessment ("Supplemental Assessment") or increase the annual Master Budget

(c) Special Assessments. If the Board seeks to maintain, repair or replace a capital improvement or proposes some capital expenditure, then the Board may impose a special assessment ("Special Assessment"). If the proposed Supplemental Assessment and/or Special Assessment combined exceeds 15% of the respective annual assessment for that year, it must be ratified pursuant to the Ratification Process.

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(d) Storm Water Assessments. ~~In addition to any assessment authorized herein, the Board shall impose a separate annual assessments in a maximum amount equal to five percent (5%) of the annual assessment upon each Lot and Living Unit shall be designated~~ for the purpose of maintaining or repairing storm water storage; disposal or sewer facilities located within the Properties.

(e) Ratification Process. For any proposed assessment subject to the ratification process, the Board shall send notice to the Owners and set a date for a meeting of the Owners to consider ratification. Unless a majority of all Members in Good Standing reject their respective assessment, the assessment is ratified and deemed approved by the Owners. A quorum is not required. Notice of such ratification meeting shall be sent to the Owners not less than ten (10) and not more than thirty (30) day prior. This paragraph shall be referred to as "Ratification Process."

(f) Assessment for Ordinance Compliance. The Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules, and regulations of St. Louis County, the City of Wildwood or any government entity with jurisdiction over the Property, including but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

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7.4 Certificate of Payment. The Association, within ten business days after receipt of written request by an Owner, shall furnish to him a statement setting out the amount of unpaid assessments and other charges against the Lot or Living Unit.

7.5 Payment Schedule. All assessments shall be due and payable annually. Notice of any Supplemental, Special or Storm Water Assessment shall be provided to the Owners in the same manner as Annual Assessments and shall be considered delinquent thirty (30) days after notice of the assessment is provided. The Board may in their discretion provide a periodic payment schedule but not more frequently than monthly.

7.6 Accounting. Within 90 days after the preceding year, the Board shall furnish to the Owners a statement of income and expenses of the preceding year. At the Board's discretion, any or all surplus funds remaining after payment of Common Expenses shall be provided for anticipated Common Expenses for the next year and for reserves.

7.7 Prorating. In the event of a transfer of title in ownership, by foreclosure or otherwise, the prorated portion of any assessment may be allocated to an Owner for the duration of his ownership in the Lot or Living Unit.

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ARTICLE VIII: COLLECTION AUTHORITY

Assessments are the lifeblood of the Association, necessary to provide insurance, maintenance of Common Ground, utilities and other critical services to protect the Subdivision and to preserve property values. The provisions in this Article relate to payment by the Owners and authority of the Association to collect unpaid assessments, fines, fees and other charges.

8.1 Personal Liability of Owners. The Owner at the time an assessment is due shall be personally liable for the same, together with such charges as may be imposed under this Declaration. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume the obligation.

8.2 No Waiver of Liability. Liability for assessments shall be an independent and affirmative covenant and may not be avoided by waiver of the use of the Common Ground or services, or by abandonment of the Lot or Living Unit, or by reliance upon any claim against the Association, Board, another Owner or any third party.

8.3 Interest and Late Fees. Interest and late fees shall be applicable in such amounts as provided in the By-Laws or any Resolution of the Board with interest not exceeding eighteen percent (18%) per annum. Interest shall be calculated monthly.

8.4 Lien for Assessments.

(a) In addition to each Owner's personal liability under Section 7.1, the Association has n automatic lien against a Lot or Living Unit for any assessment or fine from the time the assessment or fine becomes due, including all fees and charges under Section 7.2(e).

(b) Prior to the Effective Date, a lien in favor of the Association shall have the same priority as under the Original Declaration. For any deeds of trust or liens executed after the Effective Date, a lien under this Section is prior to all other liens and encumbrances on a Lot or Living Unit (including deeds of trust) except for liens for real estate taxes and other governmental assessments or charges against the Lot or Living Unit. The Association lien is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).

(c) The Association's lien for unpaid assessments and other charges shall be deemed perfected upon the Effective Date of this Declaration or the date of delinquency of recording said lien, whichever is earliest in time. A notice of the Association's lien, in the Board's discretion, may be recorded in the office of Recorder of Deeds, St. Louis County. Any notice of lien recorded prior to this Declaration shall date back to the date of recording.

(d) If an Owner of a Lot or Living Unit 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 after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) The Association may also initiate suit to recover sums for which Section 8.4(a) creates a lien and take a deed in lieu of foreclosure without waiving any of its rights in law or equity.

(f) The Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Sections 443.290 to 443.440, Mo. Rev. Stat.

Should the Association assert a superior lien to a deed of trust or mortgage, the Association may only extinguish such deed of trust or mortgage through judicial proceeding.

(g) In the case of any foreclosure of the Association's lien, the Association may give notice of its action to each lien holder whose interest would be affected.

(h) The Association may provide any collection or delinquency notices to a Lot's or Living Unit's mortgage company/companies.

(i) The Association's lien under this section is not subject to the Homestead Exemption provisions of section 513.475 R.S.Mo.

8.5 Acceleration. In the event that a delinquency in excess of 60 days occurs in the payment of any assessment that is payable in installments, the full amount of such assessment may be accelerated and collected as provided in this Article.

8.6 Costs and Attorney's Fees. A judgment or decree in any action brought under this Article shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment), and other charges in Section 7.2(e) for the prevailing party. The Association is authorized to collect reasonable attorney's fees and other costs of collection with or without litigation. Fees pursuant to the Section shall be collectible in the same manner as assessments.

8.7 Enforcement. A judgment or decree in any action brought under this Article shall be enforceable by execution of the judgment.

8.8 Exemptions. The Common Ground and any Lot or Living Unit exempt from taxes under the laws of the State of Missouri shall be exempt from the assessments, charges and liens created herein.

8.9 Priority of Mortgages. Nothing contained in this Article shall abridge or limit the rights or responsibilities of mortgagees as set forth in the Governing Documents.

PART FIVE: RESTRICTIONS ON USE; COMMUNITY STANDARDS, ARCHITECTURAL COVENANTS

ARTICLE IX: RESTRICTIONS ON USE OF PROPERTY

This Article contains certain restrictions on the Lots and Living Units in the Subdivision that are deemed reasonable for the preservation of an attractive residential neighborhood over time. These restrictions are applicable upon the Effective Date of this Declaration. Existing uses on the Effective Date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. The use of Lots and Residences Living Units shall also comply with all applicable Ordinances.

9.1 One Residence Per Lot. No more than one Residence shall be located on each Lot.

9.2 Residential Use. Each Lot and Residence thereon and each Living Unit shall be used solely for single family residential purposes, including unrelated persons living together as a single family unit.

9.3 Occupancy. The number of occupants shall comply with the occupancy limitations of applicable Ordinances and standards of the Fair Housing Amendments Act of 1988 and the Missouri Human Rights Act. An entity, or trust, shall designate in writing the person authorized to occupy the Residence upon request.

ARTICLE X: COMMUNITY STANDARDS

This Article contains community standards that are deemed reasonable for conduct in the Subdivision to preserve an attractive residential neighborhood over time. These standards are applicable upon the Effective Date of this Declaration. Existing conduct on the Effective Date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. Conduct of Owners shall also comply with all applicable Ordinances.

10.1 Pets. No animals, reptiles, birds, rabbits, horses, cattle, livestock, bees, fowl or poultry of any kind shall be raised, bred or kept on any Lot or Living Unit; provided, however, dogs, cats, other domesticated household pets or some combination of the same may be kept, provided such animals are not kept, bred or maintained for any commercial purposes. The Board may adopt rules and regulations establishing limits on the number of

pets. No primates, reptiles or pets with vicious tendencies are permitted. Each Owner shall further comply with all ordinances and subdivision regulations of the City of Wildwood and St. Louis County, Missouri, relating to the number, supervision, control, responsibility and maintenance of animals in residential areas. Owners with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision. Owner shall be responsible for any damage to the Common Ground caused by his pet. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Board in their sole judgment) or annoyance to the neighborhood is prohibited. ~~No dog or cat animal that exhibits vicious propensities shall be permitted.~~ All pets shall be leashed while outside of the Residence.

(a) Dogs and Cats. When outside of the Residence, the dog or cat shall be secured by leash in-hand or in a fenced yard. Electronic collars and fences are acceptable. The Owner shall timely and properly dispose of any pet waste. ~~No dog or cat that exhibits vicious propensities shall be permitted.~~ Certain breeds as may be prohibited by Ordinance shall be prohibited within the Subdivision. No "runs" or other outside structures may be erected or installed.

(b) Fish, Rodents, Birds, Rabbits and Reptiles. An Owner may keep fish, small rodents, birds, rabbits and reptiles in appropriate enclosures within the Unit.

(c) Other Animals. An Owner may only keep animals as permitted herein and by Ordinance.

(d) Limitation of Liability. The Association shall not be liable for injury or damage to persons or personal property caused by or sustained by a pet, service animal, or any other animal.

10.2 Signs and Flags. Signs and flags that Owners may display under this Section shall be subject to such Rules as the Board may adopt regulating size, location, duration and related matters, but no sign may be larger than two feet by four feet (2'x4'), unless otherwise required by law. Under no circumstances are hostile, vulgar or otherwise offensive signs or flags permitted. Living Units may be subject to more restrictive conditions pursuant to a Subindenture.

Signs ~~may~~ shall be permitted as follows:

(a) Open House. One (1) sign advertising an "open house" located adjacent to the front entrance of the Subdivision, not more than four hours before the open house and removed not more than two hours after the open house.

(b) ~~Yard-For Sale~~ Signs. One (1) sign not larger than two feet by four

feet advertising that the Lot is "for sale".

(c) Public Notice. Notices required by the Ordinances or any court or governmental body or agency may be posted on a Lot, Residence or Common Ground; and

(d) Association Signs. The Board may place appropriate signs on the Common Grounds as it sees fit.

(e) Political Signs. Political signs are permitted when consistent with the policy adopted by the Board via resolution and otherwise consistent with the statutes of Missouri and any local Ordinance. Political sign is defined as "any fixed, ground-mounted display in support of or in opposition to a person seeking elected office or a ballot measure excluding any materials that may be attached" (Section 442.404 R.S.Mo. or as amended). The Board is authorized to adopt reasonable rules regarding the time, size, place, number, and manner of display of political signs. The Board may remove political signs without liability if such sign is placed within the common ground, threatens the public health or safety, violates an applicable statute or ordinance, is accompanied by sound or music, or if any other materials are attached to the political sign. Subject to the foregoing, the Board shall not remove a political sign from the property of an owner or impose any fine or penalty unless it has given such owner three days after providing written notice to the homeowner, which notice shall specifically identify the rule and nature of the violation.

(f) Alarm Signs. One (1) sign not larger than one square foot notifying people of the presence of an alarm or home security system located in the Residence located on the Lot.

(g) American Flags. American flags may be displayed using a support bracket attached to and projecting from the Residence.

(h) Other Signs or Flags. A sign or flag (whether or not contemplated within this Section) may be permitted if written prior approval of the Board is obtained. The Board is authorized to establish rules and regulations pertaining to other signs that are not specifically contemplated in this Section.

The Board is authorized to enter upon a Lot to remove any sign that is not permitted and shall not constitute a trespass or conversion.

10.3 Vehicles and Parking. Vehicles within the Subdivision are subject to the following limitations:

(a) Impermissible Visible Vehicles. An Owner shall not park or store any derelict, abandoned or unlicensed vehicle, or any vehicle over one (1) ton, a camper,

house trailer, mobile home, recreational vehicles, trailer, boat or boat trailer, or commercial vehicle within the Subdivision unless it is parked or stored within an enclosed garage. The term "commercial vehicle" shall be as defined by the City of Wildwood, and/or as any vehicle that has commercial tools, equipment, or materials in the bed of or attached to such vehicle visible to the public, and as defined in any rules and regulations adopted by the Board.

(b) Maintenance and Repairs. Except for washing and emergency repairs ~~and washing~~, no other maintenance or repairs shall be conducted within the Subdivision unless done so in an enclosed garage.

(c) Vehicle Sightlines. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such manner as to obstruct sight lines for vehicular traffic, including but not limited to cul-de-sac areas.

(d) Prohibited Motorized Vehicles. The Association prohibits any vehicles prohibited by City or County ordinances.

(e) Dumpsters and Storage Containers. No Owner shall park or keep a dumpster or Portable Storage Unit (such as a PODS©) on his Lot or the street or outside of his Living Unit without prior written consent of the Board.

(f) Rulemaking. The Board may adopt reasonable rules and regulations regulating parking with the Subdivision including but not limited to: limiting parking in certain areas of the Common Ground or on one side of a street.

(g) Remedies. Any violation of this Section may be enforced, after notice and opportunity to be heard (except for emergencies), by levying a reasonable fine and/or towing of the offending vehicle or other object, at the expense of the Owner and/or other violating person. Said remedies shall be supplemental to any relief and remedies otherwise provided in the Governing Documents, the Ordinances and laws of the State of Missouri.

10.4 Commercial Activities. An Owner or occupant of a Residence may maintain a home occupation in the Residence, but only if it is incidental to residential use (such as home office and telecommuting) and does not involve interference with parking, physical alteration of the Residence, observable business activity such as signs or advertising displays, an unreasonable number of deliveries or of pedestrian or vehicular traffic, or create a nuisance or in any way impair the rights of any Owner. Such home office use shall be in strict compliance with the Ordinances. No Residence or any portion of the Common Ground may be used for any commercial or business purpose except as provided in this Section.

10.5 Obstructions. No Owner may place obstructions on the Common Ground or alter the Common Ground (by way of storage, construction, planting or otherwise) without prior written consent of the Board. No clotheslines are permitted anywhere on the Property. Clothes, laundry, and all other materials and articles shall be kept in the Residence and may not be placed or exposed in any portion of the Common Ground except as approved by the Board.

10.6 Nuisances. Each Owner shall conduct himself and activities in any Lot, Living Unit or in the Common Ground without creating any noxious or offensive conditions, nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No Owner shall permit anything to be done or kept in his Lot or Living Unit which will increase the insurance rates for the Association, or which will interfere with the rights of other Owners or disturb them by unreasonable noises, odors, light or otherwise, or permit any nuisance or illegal act on his Lot or ~~Residence-Living Unit~~ or upon the Common Ground. The term "unreasonable noise" includes, by way of example, excessive sounds at unreasonable times from pets, television, radios, sound reproduction equipment, musical instruments, and shouting. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel. The term nuisance shall include any definition adopted by the City of Wildwood.

10.7 Satellite Dishes, Antennas. Subject to prior written consent of the Board with respect to aesthetic and safety considerations pursuant to Article XI, the following provisions apply to placement of satellite dishes and antennas:

(a) Reception Devices. An Owner may install on his Lot or Living Unit one *reception* Devices as specifically authorized by Federal Law and subject to the Rules and Regulations adopted by the Board.

The Board may adopt Rules permitting installation of a Permitted Device at certain preferred locations on Lots or Living Units, and regulate installation methods, penetrations, routing of wiring, masts, and related matters. The Owner must submit his Alteration request to the Board or an Architectural Review Committee as per Article XI and obtain the Board's prior written consent before any installation of a Permitted Device. The Owner is also responsible to remove old devices when they are no longer in use.

Further, any such Permitted Device shall be placed in the least conspicuous location on the Lot or Living Unit at which an acceptable quality signal can be received and is not visible from the street, or neighboring Residence(s) or is reasonably screened from the view of the street or adjacent Residence(s), unless such screening unreasonably increases the cost or interferes with the use of such Permitted Device.

(b) Transmission Devices. No Owner may install any satellite dish, antenna or similar device for the *transmission* of television, radio, satellite or other signals

of any kind, without prior written consent of the Board. The Association shall have the right, without obligation, to erect or install and maintain any transmission Device or Permitted Device for the benefit of the Owners or a group of Owners.

10.8 Additional Structures. No vehicle or structure other than the Residence including, without limitation, camper, recreation vehicle, mobile home, truck, trailer, tent, shack, detached garage, or barn shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently. No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the written consent of the Board. Sheds, storage units, clubhouses and any other outbuilding is-are not permitted until and unless rules are adopted by the Board permitting and regulating such structures. At that time, any such structures are subject to the Rules and Regulations promulgated by the Board. The Owner must submit his request for any such structure to the Board or an Architectural Review Committee as per Article XI and obtain the Board's prior written consent before installation of any such structure.

All basketball nets must adhere to the City of Wildwood ordinances and obtain Board approval prior to installation. Trampolines and play sets are allowed in the rear of all Lots.

10.9 No Unlawful Use. No portion of the Subdivision, Lots or Living Units shall be used for any purpose prohibited by law or Ordinance.

10.10 Hazardous Materials. Excluding customary household materials, no flammable, toxic or other hazardous materials may be kept or stored within the Subdivision. No above ground gas or propane storage tanks larger than twenty pounds (20 lbs.) shall be permitted upon or in any Lot, Living Unit or portion of the Property. All charcoal grills must be on a fireproof mat if on a wooden deck. No grill, fire pit or smoker can be stored in front of any Residence.

10.11 Abusive Behavior. All Owners, occupants, tenants and guests shall treat each other in a respectful manner so as to not use profanity, be abusive, harassing, hostile, intimidating or act in an aggressive manner directed at other Owners or occupants, guests, invitees or Directors, or directed at management or its agents or employees, or contractors or vendors. This provision extends to and includes any signs, flags or other displays or messages that may not typically be considered "behavior".

10.12 Trash. Trash, rubbish recycling, yard waste or garbage receptacle shall be kept in a location not visible from the street. Placement of Any above-ground receptacle stored outside must be approved by the Architectural Review Committee. All such receptacles shall be fitted with a lid sufficient to prevent the rubbish from being disturbed. Trash, yard waste and recycling shall be stored in accordance with the requirements of the hauler subject to the rules and regulations established by the Board.

10.13 Fences. No fences or screen of any kind shall be erected or maintained on any Lot or Residence without the prior written consent of the Board, as per Article XI (Architectural Review) and the architectural guidelines as established via resolution by the Board. Any Owner seeking to install a fence shall submit an Alteration application pursuant to Article XI and the rules and regulations established via Board resolution, setting forth the proposed location, material and height, among other things. The Board shall consider the location, material and height of any proposed fence application, and the Board's decision shall be final. No fences or screening of any kind shall be permitted between the rear of any building erected on the Lot and the street upon which such Lot fronts. Nothing contained herein shall prevent placement or removal of fences by the Association on the Common Ground.

10.14 Swimming Pools. No above-ground swimming pools shall be allowed, constructed or placed upon any Lot or Residence in any portion of the Property, and no inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property without the prior written consent of the Board as per Article XI (Architectural Review) and the architectural guidelines as established via resolution by the Board.

10.15 Solar Panels. No Lot or Living Unit may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Board approval pursuant to Article XI hereof. ~~Solar Panels~~Such devices are subject to any ordinances of the City of Wildwood or other government entities and subject to any rules and regulations adopted by the Board.

10.16 Driveways. Owners must keep driveways in good repair. The Association may require the driveway to be repaired or replaced if the Owner of the Residence has not kept the driveway in good condition. Further, if the Owner fails to repair or replace the driveway, the Association may do so at the Owner's expense. Changes to the size, shape, color or material of driveways and sidewalks require prior written consent of the Board, as per Article XI (Architectural Review) and the architectural guidelines as established via resolution by the Board.

10.17 Outdoor Sculptures or Objects. No outdoor sculptures or outdoor art objects shall be installed or located on any Lot or Living Unit in front of the Residence on such Lot or Living Unit, unless an Alteration request was first submitted to the Architectural Review Committee or the Board and approved in writing by the Board. These sculptures or objects are not to exceed thirty-six inches (36") tall and twenty-four inches (24") wide.

10.18 Water and Sewer. No Owner or occupant of any Lot or Living Unit in the Property shall construct any water or other sewer system on the Property, other than a

lawn sprinkler system servicing a single Lot or Living Unit after Board approval pursuant to Article XI.

10.19 Oil, Gas and Grills Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Properties. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Properties. No above-ground gas or propane storage tanks larger than twenty pounds (20 lbs.) shall be permitted upon or in any Lot or portion of the Property. All charcoal grills must be on a fireproof mat if on a wooden deck. No grill, fire pit or smoker can be stored in front of any Residence.

10.20 Street Structures. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of St. Louis County, ~~and~~ the St. Louis County Department of Highways and Traffic, the City of Wildwood and/or any other government entity with jurisdiction and written authorization of the Board pursuant to Article XI.

10.21 Unmanned Aircraft Systems. Use of Unmanned Aircraft Systems ("UAS") are subject to reasonable rules and regulations that may be adopted by the Board, including designating certain areas within the Community for deliveries.

10.22 Technological Advances. The Board may adopt reasonable rules and regulations regarding technology pursuant to the Board's sole discretion as technology continues to evolve. This includes but is not limited to the installation and use of security cameras outside of a Residence.

10.23 Yard Sale. An Owner must obtain the prior written approval of the Board prior to holding or advertising a yard sale, garage sale, estate sale, or other merchant event. Sales are subject to any ordinances of the City of Wildwood or other government entities and subject to any rules and regulations adopted by the Board.

ARTICLE XI: ARCHITECTURAL REVIEW AND COVENANTS

This Article contains the procedure for review and approval of exterior alterations of the Lots and Residences. The purpose of this review is to maintain the quality and aesthetics of exterior architectural design for the best interests of the community as a whole. This Article shall apply to all applications submitted for approval after the Effective Date of this Declaration; however, violations existing under the Original Declaration may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. Each Owner is also responsible for compliance with applicable Ordinances.

11.1 Architectural Review Procedures.

(a) Prior Approval for Alterations. No Owner shall commence any Alteration to the exterior of an existing Residence or Lot or Living Unit without the prior written consent of the Board in accordance with this Article. The Board ~~may~~ shall appoint an Architectural Review Committee ("ARC"), comprised of ~~at least three but~~ not more than five disinterested Owners, to assist the Board in carrying out the functions of this Article. In the absence of an appointed committee, the Board shall serve as the Architectural Review Committee.

(1) "Alteration" means any addition to, or removal, modification, or change affecting an existing Residence and/or its Lot or Living Unit, including by way of example only: (i) the exterior of a Residence, garage, patio or deck; (ii) swimming pool, basketball net, trampoline, play set, fence, wall, retaining wall, solar panels, or grading of the Lot, (iii) the color or materials of existing exterior building surfaces visible from the street such as the roof, masonry, siding, garage, and front porch, and (iv) removal of any existing tree with a trunk of three inches (3") or more in diameter measured one foot (1') from the base.

(2) No Owner shall change the appearance of the improvements within or upon the Common Ground, as only the Board has such authority.

(3) All additions, alterations and improvements to the Lots, Living Units and Common Ground shall not, except pursuant to the Board's prior written approval, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots or Living Units other than those affected by such change.

(4) All workmanship must be equivalent to the industry-accepted standards and accepted by the Board upon completion.

(b) Application. An Owner shall submit a written application, including a copy of plans and specifications for each director or member of the ARC, if established, or to the Board for approval of any Alteration, unless the Board directs the Owner to submit said plans and specifications to the Association's managing agent for distribution to the Board and/or ARC. A copy of all information submitted for local government approval shall be included with the application. Payment of such application fee as the Board may adopt under Section 11.4 shall be included.

(c) Response. The Board shall provide a written response to the Owner within sixty (60) days after receipt of a complete application. Failure to provide written response within such time shall constitute consent by the Board to the application, unless the time limitation is reasonably extended by the Board for good cause. However, if the

request is (i) not compliant with the Governing Documents, (ii) submitted with an incomplete application or (iii) submitted after the modification or Alteration, then said request is not automatically approved after sixty (60) days. The Board may approve or reject an application, or approve with conditions such as: (1) deposits and fees described in Section 11.4, (2) proof of appropriate insurance coverage by the Owner and/or contractor protecting the Association and Subdivision, (3) proof that applicable local governmental permits have been obtained, (4) measures to protect adjacent Lots, Living Units and Residences, Common Ground, and the streets, (5) a reasonable schedule for commencement and completion, and (6) the workmanship must be equivalent to the industry-accepted standards and is subject to the Board's acceptance upon completion. Any rejection of an application shall state the basis.

11.2 Architectural Review Objectives. This Section 11.2 is intended to provide guidance to Owners, contractors, engineers, architects and others providing services on behalf of the Owners, regarding matters of particular concern to the Association in considering applications.

(a) In reviewing applications, the Board shall take into account the architectural review criteria and standards of this Article. The Board shall consider potential impacts on surrounding Lots and Living Units and provide an opportunity for the Owners of such Lots and Living Units to review and comment on the plans and specifications when appropriate. Decisions may be made based on purely aesthetic considerations. The Board shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld so long as made in good faith and in accordance with the procedures contained herein.

(b) It is integral to the architecture review function that the persons reviewing applications will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the architecture review standards and conditions contained in this Article, may vary accordingly. It may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Board may refuse to approve similar proposals in the future. Approval of applications, or any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

(c) The Board may grant variances from compliance with any of the standards and conditions in this Article when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing or preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance

of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(d) The provisions of this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the community; they do not create any duty to any person. Review and approval of any application pursuant to these provisions may be made on the basis of aesthetic considerations only. The Association or Board shall not have any responsibility but reserves the right to refuse based upon: ensuring the structural integrity or soundness of approved Alterations, ensuring compliance with building codes and other governmental requirements, ensuring that all improvements (i.e., a fence or swimming pool) upon the Lots are of comparable quality, value or size, or of similar design (to other fences or swimming pools in the Subdivision), or aesthetically pleasing or otherwise acceptable to Owners of neighboring properties.

(e) The Association has no responsibility for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, any loss or damage (including but not limited to consequential damages and attorney's fees) arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved Alteration; for the Owner making the Alteration or modification assumes the risk. In all matters, the Directors shall be defended and indemnified by the Association to the extent available under Section [4.6 and 6.5](#) of the By-Laws.

(f) Any Owner may request that the Board issue a certificate of compliance for his completed Alteration, certifying that there are no known violations of this Article. The Board shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable fee for issuing such certificate. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

(g) The Board may adopt and amend Rules at any time to implement the provisions of this Article under Section [4.65](#). Such Rules and amendments shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved Alteration has commenced. However, when the approved Alteration needs to be repaired or replaced, said replacement of the Alteration must be brought into compliance and/or comply with the current Rules. There shall be no limitation on the scope of amendments to such Rules, and amendments may remove requirements previously imposed or make the Rules more or less restrictive.

11.3 Criteria. The Board shall consider the following general criteria when reviewing an application: harmony of exterior design and appearance with existing

Residences, including architectural design, scale, mass, color, location, topography, grade, drainage, color and quality of construction, and quality of exterior materials and detail.

11.4 Application Fee, Security Deposit, Performance Bond. The Board may require that an Owner submitting an application provide any or all of the following in connection with applications, review, and conditions on approval:

(a) Application Fee. A reasonable application fee payable with the application, which shall be nonrefundable.

(b) Professional Review. A reasonable deposit for fees incurred for independent architects, engineers or attorneys engaged to review the plans and specifications if necessary (i.e., an alteration significantly altering the Residence or grading on a Lot).

(c) Security Deposit. A security deposit to secure removal of all debris from the site and from adjacent Lots, the streets and Common Ground, and that any damaged areas of the Lot, adjacent Lots, the streets or Common Ground shall be repaired and restored to their prior condition. Any unused portion of the security deposit shall be refunded upon satisfactory completion of all work and all restoration and cleanup.

(d) Performance Bond. A bond to secure completion of all work significantly altering a Residence or the grading on a Lot.

(e) Waiver. When appropriate, the Board may require a waiver or release from the Owner, holding the Association and its agents harmless; and said release shall provide the assumption of risk by the Owner.

(f) Final Inspection. When appropriate and applicable, the Board may require evidence of a final inspection or approval by a professional or city inspector.

11.5 Damage. Notwithstanding payment of a security deposit or performance bond under Section 11.4, any Owner who causes damage to another Lot or Residence, or to the Common Ground, shall be responsible to the full extent of such damage, and shall restore any such damaged area to its prior condition, and shall keep the streets clean and free of debris during any construction activities to an approved Alteration. In the event an Owner fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner in which case the Association shall have the authority to recover such costs in the same manner as assessments, together with the Association's costs and attorney's fees. Nothing herein shall limit the right of any Owner whose property is damaged by another Owner or his agents or employees available under Article XII.

PART SIX: GENERAL PROVISIONS

ARTICLE XII: RELIEF AND REMEDIES

The authority and procedures for enforcement of the provisions of the Governing Documents, and the corresponding rights of the Owners, are provided in this Article.

12.1 Relief, Attorney's Fees. If any Person subject to the Governing Documents fails to comply with any provision thereof, the Association or any Person 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 such provision. All remedies set forth in this Declaration shall be cumulative of any remedies available at law or in equity. The Association, if it prevails, shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Governing Documents, regardless of whether the Association prosecuted or defended a claim, and whether or not the matter is finally adjudicated or litigation is commenced. By way of example and not of limitation, the Association's remedies include the following:

- (a) Abate a violation of a restriction, after notice and opportunity to be heard, or take other self-help action at the Owner's expense; such action shall not constitute a trespass;
- (b) Require Owner to remediate or abate a violation of a restriction, after notice and opportunity to be heard;
- (c) Levy fines for a violation of a restriction, after notice and opportunity to be heard, and to collect any unpaid fines in the same manner as delinquent assessments;
- (d) Tow or cause to be towed any vehicle, boat, trailer or other object that is not permitted in the Subdivision or is parked in an unauthorized location or manner, at the Owner's cost; such action shall not constitute a trespass or conversion or any other tort;
- (e) Record a notice of violation, including a notice of lien for unpaid fines, against the Lot or Living Unit of any Owner in violation of a restriction; and
- (f) Suspend the Owner's right to vote and right to use any Recreational Facilities until the violation is abated. Further, no Owner may be a candidate for election as Director, or serve as Director, or vote in any Association matter, or use the Recreational Facilities, if he or she is not a Member in Good Standing as per Section 3.3.

12.2 Board Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (a) the Association's position lacks sufficient strength to justify taking any action or further action; or
- (b) the covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (d) it is not in the best interests of the Association, or the community as a whole, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

~~The Association, by contract or other agreement, may enforce the Ordinances within the Subdivision for the benefit of the Association and its Members. Further, the Association may enforce Violation of any city, county, state or federal laws, codes or ordinances, shall be deemed a violation of this Declaration.~~

12.3 Alternative Dispute Resolution. The Association and its officers, Directors, and committee members, all Persons subject to this Declaration, and any party not otherwise subject to this Declaration but who agrees to submit to this Section (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to hold good faith discussions for the purpose of submitting a dispute to mediation, advisory arbitration, or binding arbitration before initiating a judicial proceeding. However, this provision does not apply to the Association when pursuing assessments, i.e., collection actions.

ARTICLE XIII: AMENDMENT OF DECLARATION AND BY-LAWS

13.1 Declaration: General. Except as may otherwise be expressly provided in this Declaration, this Declaration, including the Plat, may be amended at any time by vote or agreement of the majority of all Members in Good Standing. Whether a Member is in Good Standing shall be determined on the date as stated in the Notice sent to the Owners of a proposed amendment. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment may change or eliminate any restriction in the Declaration or add new and/or more burdensome restrictions. No such amendment shall reduce or modify the obligations of the Association with respect to maintenance or the power to levy assessments therefore, or to eliminate the requirement that there be an Association and Board unless adequate substitution is made in a manner approved by the Director of Planning, St. Louis County, or other applicable government entity or a court of competent jurisdiction.

(a) Limitation of Challenges. No challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

(b) Recordation of Amendments. Each amendment shall be recorded in St. Louis County and effective upon recording unless otherwise expressly stated therein.

(c) Execution of Amendments. Each amendment shall be executed, certified and recorded on behalf of the Association by officers designated in the By-Laws for that purpose or, in the absence of designation, executed by the President and certified by the Secretary.

13.2 By-Laws. The By-Laws may be amended at any time by an affirmative vote of the majority of the Members in Good Standing present at a meeting duly held with quorum present. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment to the By-Laws shall become effective upon recordation (if recorded), or upon execution (if not recorded), or, in either case, upon a later date if so specified therein. Any challenge to an amendment must be made within six months after the effective date; otherwise, the amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

13.3 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration and the By-Laws, without further approval, to correct technical or clerical errors or to bring the Association and Governing Documents into compliance with conditions imposed by agencies providing government-insured or guaranteed loans.

ARTICLE XIV: MORTGAGEE PROVISIONS

The provisions of this Article are for the benefit of holders, insurers and guarantors of first Security Interests on Lots and Living Units in the Subdivision, and shall apply to the Governing Documents. The term "Eligible Mortgagee" means any institutional holder, insurer, or guarantor of a first Security Interest in a Lot or Living Unit which provides a written request to the Association, stating the name and address of such holder, insurer or guarantor and the identifying number of the Lot to which its Security Interest relates.

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

14.2 Notice of Actions. The Association shall give timely written notice to each Eligible Mortgagee of:

(a) Any delinquency in the payment of assessments or charges owed by an Owner whose Lot or Living Unit is subject to a Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or Living Unit, of the Owner or occupant, which is not cured within 60 days;

(b) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(c) Such other notices as permitted or required by the Governing Documents.

14.3 No Priority for Certain Proceeds. No provision of the Governing Documents gives or shall be construed to give any Owner or other party priority over any rights of a holder, insurer or guarantor of a first Security Interest of any Lot or Living Unit in the case of distribution of insurance proceeds or condemnation awards for losses or a taking of the Common Ground.

14.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer or guarantor of any Security Interest encumbering such Owner's Lot.

14.5 Right to Cure Default. If any Owner fails to pay any amount required under the provisions of any Security Interest, real property taxes, or any other lienholder against such Owner's interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have all rights to recover same, collectible as assessments as provided in Article VIII. The Owners authorize

the lender or holder of a first Security Interest against any Lot or Living Unit to discuss the loan and/or balance due in the case of default; likewise, the Owners authorize the Association to discuss the balance due and/or provide payoffs to lenders.

ARTICLE XV: LEASING

The Association deems it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots and Living Units are occupied predominantly by the Owners but also to permit leasing. Accordingly, the purpose of this Article is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by establishing a limit on the number of Lots and Living Units that may be leased after the Effective Date.

15.1 Owner-Occupancy. The following provisions to promote Owner-occupancy of Lots and Living Units shall apply upon the recording of this provision (the "Effective Date"):

(a) The number of leased Lots and Living Units at any time may not exceed ten percent (10%) or 62 Lots or Living Units in the Subdivision after the Effective Date, unless a waiver is granted under subsection (d) below. Any Owner who acquired title before the Effective Date is exempt from said limitation and may lease his Lot or Living Unit so long as the lease complies with Section 15.2.

(1) The term "Lease" means any agreement for the exclusive possession of the Lot or Living Unit that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Lot or Living Unit. No payment of rent is required to meet this definition.

(2) For the purposes of this Section, a Lot or Living Unit shall be deemed Owner-occupied if the Lot or Living Unit is occupied (i) by a record Owner or "Direct Family Member" (defined as spouse, child, grandchild, sibling, parent or grandparent) of the record Owner, or (ii) if the record Owner is a trust and the Lot or Living Unit is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Lot or Living Unit is occupied by a Direct Family Member of the grantor of the trust, or (iii) by an authorized agent if the record Owner is a corporation.

(3) Pursuant to all other provisions of this Section 15.1, an Owner shall have the right to lease the Lot or Living Unit to a non-relative only after the Owner or the Owner's Direct Family Member (spouse, child, grandchild, sibling, parent or grandparent as defined in the prior subsection) has been an occupant of the Lot for a minimum of twelve (12) consecutive months from the date of acquisition of title to the Lot or Living Unit and/or immediately prior to leasing. This subsection is also subject to all

other restrictions on leased Lots or Living Units contained in this Article.

(b) Any contract for the sale of a Lot or Living Unit entered into before the Effective Date shall be exempt from this Section 15.1.

(c) No Owner may own more than two (2) Lots or Living Units at the same time.

(d) Upon written request by an Owner, the Board may waive any provision of this Section 15.1 for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, or economic or market conditions. The waiver must be in writing and signed by the Owner and the Board. If a waiver is granted, the Owner may lease the Lot or Living Unit for the term granted and in accordance with Section 15.2.

(e) The leasing limitations of this Section 15.1 shall be deemed a reasonable restraint on alienation and not a change in the use of Lots or Living Units, which shall continue to be used for single-family residential purposes as per Section 9.2 of the Declaration.

15.2 Regulation of Leases. Any lease permitted under Section 15.1 and executed or renewed on or after the Effective Date shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section 15.2.

(a) The Lease shall include an executed copy of such addendum as may be prepared by the Board containing the regulations in this Section 15.2 ("Addendum").

(b) The Lease, Owner and tenant are subject to the provisions of the Governing Documents.

(c) The Owner is responsible for any violation by the tenant of the Governing Documents, and the Association is authorized to enforce any such violation except for nonpayment of rent. The Association may deem such violation a default of the Lease and shall have all remedies provided in Section 15.5 below.

(d) The Lease shall have an initial term of twelve (12) months. No Lot or Living Unit shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes (30 days or less), including no home exchange or swap, no time-sharing, and no Airbnb®, VRBO® or their functional equivalent, or (iii) for hotel purposes (such as cleaning or room service).

(e) Not less than the entire Lot or Living Unit shall be leased.

(f) Any sublease, renewal, extension, or assignment of a Lease shall be in writing.

(g) The Owner shall furnish to the Board, at least five (5) days before the commencement date, a copy of the Lease and Addendum signed by the Owner and tenant, and the names and contact information of the tenant and all occupants. The Board may review the Lease for compliance with this Article and the Governing Documents.

(h) The Owner certifies that he/she provided a copy of the Governing Documents to tenant and afforded tenant a period of five (5) days to rescind the Lease after receipt thereof, and the tenant(s) certifies that he/she received a copy of the Governing Documents.

(i) The Owner assigns to tenant all rights and privileges related to occupancy of the Lot or Living Unit, including use of parking space(s) assigned to the Lot or Living Unit and Recreational Facilities. The Owner retains the rights of ownership and the duty to pay assessments, fines and other charges by the Association, and the duty to maintain the Lot or Living Unit and carry insurance to protect his or her own interests.

15.3 No Short Term Rentals. No Lot or Living Unit may be leased (a) for transient purposes (30 days or less), including no home exchange or swap, no conveying a Lot or Living Unit under a time-sharing plan, and no Airbnb®, VRBO® or their functional equivalent, or (b) for hotel purposes (such as cleaning or room service), including bed and breakfasts.

15.4 Rulemaking. The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Article.

15.5 Remedies. If the Owner or tenant violates any provision of the Governing Documents, the Association, in addition to its other remedies, shall be entitled to any appropriate relief and remedies under Missouri law against the Owner including but not limited to (i) the right to collect rent from the tenant directly if the owner is delinquent in assessments, and/or (ii) termination of the lease and eviction of the tenant by judicial proceeding, after notice to the Owner and opportunity to be heard and/or to cure, at the Owner's cost, including collection of unpaid fines, fees and administrative charges, and recovery of costs, expenses, and reasonable attorney's fees.

~~**15.6 Amendment.** Notwithstanding any provision in the Governing Documents to the contrary, the Board is authorized to amend the Governing Documents, without further approval, to comply with conditions imposed by lenders providing government insured or guaranteed loans.~~

ARTICLE XVI: COMMON WALLS

The provisions addressing party walls shall remain the same as the Original Declaration and are inserted herein as per Article VII of the Original Declaration.

Subject to the terms and provisions of any subindenture imposed pursuant to [Article XXSection 2.3](#) hereof, the maintenance, repair and replacement of common walls shall be assumed, undertaken and allocated in the following manner:

16.1 Definition. Each wall placed upon a dividing line between Living Units (hereinafter referred to as a “common wall”) shall, for purposes hereof, be deemed to constitute a party wall, and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

16.2 Expenses. The costs of reasonable repair and maintenance of a common wall shall be shared on an equal basis by the Owners who make use thereof.

16.3 Casualty. In the event a common wall is destroyed or damaged by fire, casualty or other cause (including ordinary wear and tear and deterioration from lapse of time) other than by reason of the act of any of the Owners being served thereby or the agents, guests or family members of such Owners, then, if such destruction or damage shall prevent the full use and enjoyment shall proceed forthwith to restore said common wall to as good condition as formerly existed, at their joint and equal expense.

16.4 Other Liability. In the event a common wall is destroyed or damaged by fire or other casualty which arises in a Living Unit served thereby or through the act of any Owner or the agents, guests or family members of any Owner served thereby, regardless of whether such act is negligent or otherwise culpable, so as to deprive the other Owners being served thereby of the full use and enjoyment of said common wall, then the first of such Owners shall forthwith proceed to restore the same to as good condition as formerly existed, without cost to the other Owners served by said common wall.

16.5 Contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Living Unit and shall pass to such Owner’s successors in title.

ARTICLE XVII: GENERAL PROVISIONS

17.1 Validity. The following provisions are to protect the integrity of the Governing Documents:

(a) Severability. All covenants and agreements herein are expressly declared to be independent and not inter-dependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Properties or any Lot or Living Unit in the Properties shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Properties, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

(b) Invalidation. Invalidation of any one of the provisions of the Governing Documents, by judgment, order or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(b) Rule Against Perpetuities. The rule against perpetuities shall not be applied to defeat any provision of the Governing Documents.

(c) Recitals. Recitals are incorporated as if fully stated within this Declaration.

(d) Compliance With Nonprofit Corporation Act; Conflicts. The Governing Documents are intended to comply with the requirements of the NCA. In the event of any conflict between any provision of the Governing Documents and any provision of the NCA, the provisions of the Governing Documents shall govern unless expressly prohibited by the NCA. In the event of any conflict between any provision of this Declaration and the By-Laws, the provisions of this Declaration shall govern.

17.2 Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the Subdivision and for 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. The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

17.3 Persons Bound by the Documents. All Owners, and their families, occupants, tenants, guests and invitees, and mortgagees are bound by and shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or occupancy of a Lot or Living Unit constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of St. Louis County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

17.4 Condemnation.

(a) **Acquisition of Lot or Living Unit.** If a Lot or Living Unit is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Owner for his Lot or Living Unit and its Allocated Interests, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, the Lot's or Living Unit's Allocated Interests are automatically reallocated to the remaining Lots or Living Units, but the Allocated Interests in Section 2.6 shall not be modified. Any remnant of a Lot remaining after part of a Lot is taken is thereafter part of the Common Ground.

(b) **Reallocations.** Except as provided in Section 17.4(a), if a part of a Lot is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Lot and its interest in the Common Ground, whether or not any Common Ground is acquired.

(c) **Acquisition of Common Ground.** In the event any public agency acquires all or any part of the Common Ground, the Association, acting through the Board, is hereby authorized to negotiate with such agency for such acquisition and to execute instruments necessary for that purpose; only the Association need be made party, and any proceeds received shall be paid to the Association.

(d) **Recording.** The court decree shall be recorded in St. Louis County, Missouri.

17.5 Termination of Subdivision. Except in the case of a taking of all the Property by eminent domain, the Subdivision may be terminated or sold only by agreement of at least 80% of the Members in Good Standing. In the event of termination, fee simple title to the Common Ground shall remain vested in the Association until sold. None of the authority of the Association or Board shall be affected by such termination. No such agreement of termination or sale shall be effective unless made and recorded at least one year in advance of the effective date of such termination or sale, and unless written notice of the proposed agreement of termination or sale is sent to every Owner at least 90 days in advance of any action taken.

17.6 Term. Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with the land and bind the Property until the Subdivision is terminated or sold or taken by eminent domain.

17.7 Effective Date. Except as may otherwise be expressly provided, this Declaration shall be effective upon approval by the Owners and its recordation in the records of the Recorder of Deeds of St. Louis County, Missouri.

17.8 Applicability. This Declaration shall be applicable to events and circumstances occurring after the Effective Date in Section 17.7 except as may be otherwise expressly provided.

[Intentionally left blank. Signatures to follow on the next page.]

DRAFT

IN WITNESS WHEREOF, the Board of Directors of The Harbors at Lake Chesterfield Homeowners' Association hereby execute the foregoing and, by their signatures, certify that the Owners have approved the foregoing in accordance with the amendment provisions in the Original Declaration, and hereby execute this Declaration on the day and year first above written.

THE HARBORS AT LAKE CHESTERFIELD
HOMEOWNERS' ASSOCIATION

By: _____
President

Printed Name: _____

[NO SEAL]

Attest: _____
Secretary

Printed Name: _____

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

On this ____ day of _____, 202__ before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Board of Directors of The Harbors at Lake Chesterfield Homeowners' Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said association, and that said person acknowledged said instrument to be his/her free act and deed and the free act and deed 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.

My Commission Expires:

Notary Public

EXHIBIT "A"
THE HARBORS AT LAKE CHESTERFIELD HOMEOWNERS' ASSOCIATION
LEGAL DESCRIPTION

This legal description contained in this Exhibit A may be found in the Third Amendment to Indenture of Trust, The Harbors at Lake Chesterfield, recorded in the official records of St. Louis County, Missouri Recorder of Deeds Office at Book 8352, Page 494, specifically pages 503 through 514.

The following legal description is all of the property described in the attached Exhibit A (recorded at Book 8352, page 503 and 504), excepting therefrom the property described in Exhibits H and I (recorded at Book 8352, pages 511-513) attached hereto and made a part hereof by this reference. The property included in Exhibits B, C, D, E and F (recorded at Book 8352, pages 505-509) attached hereto is included in the attached Exhibit A. Pages marked Exhibit G (recorded at Book 8352, Page 510) and Exhibit J (recorded at Book 8352, Page 514) are also included as part of this Exhibit A.