

4
2-
4-3

20191008000560980 AMRESTR
Bk: DE7158 Pg: 725
10/08/2019 10:43:32 AM 1/4
CERTIFIED-FILED FOR RECORD
Mary E. Dempsey
Recorder of Deeds
St. Charles County, Missouri
BY: JSTUTSMAN \$30.00

DOCUMENT COVER SHEET

Title: First Amendment to the First Amended and Restated Declaration of Restrictions and Indenture Creating Home Owners Association and Establishing Restrictions for Ville du Pré

Grantor: Lot Owners of Ville du Pré
c/o Grier Group Management Company
1400 Elbridge Payne Road, Suite 210
Chesterfield, MO 63017

Grantee: Ville du Pré Owners Association
c/o Grier Group Management Company
1400 Elbridge Payne Road, Suite 210
Chesterfield, MO 63017

Date: June 27, 2019

Reference: Book 2585, Pages 633-710

This cover page is attached solely for the purpose of complying with the requirements states in the Missouri Recording Act (§§ 59.310.2; 59.313.2 RSMo.). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Amendment. In the event of a conflict between the provisions of the attached Amendment and the provisions of this cover page, the attached Amendment shall prevail and control.

ENV- LUTFIYYA LAW

FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND INDENTURE CREATING
HOME OWNERS ASSOCIATION AND ESTABLISHING RESTRICTIONS

VILLE DU PRÉ

ST. PETERS, MISSOURI

THIS AMENDMENT made and entered into this 27th day of June, 2019, to that First Amended and Restated Declaration of Restrictions and Indenture Creating Home Owners Association and Establishing Restrictions for Ville du Pré dated the 1st day of June, 2001 and recorded in Book 2585, Page 633-710 of the records of the Recorder of Deeds Office of St. Charles County, Missouri.

WHEREAS, the First Amended and Restated Declaration of Restrictions and Indenture Creating Home Owners Association and Establishing Restrictions for Ville du Pré dated the 1st day of June, 2001 and recorded in Book 2585, Pages 633-710 of the records of the Recorder of Deeds Office of St. Charles County, Missouri, and amendments thereto heretofore recorded (collectively referred to as "the Declaration"), set forth rules for the governance of the Ville du Pré Owners Association, as well as forth covenants and restrictions for the mutual benefit of owners of lots at Ville du Pré; and

WHEREAS, Article V(I) of the Declaration provides that the Declaration may be amended at any time and from time to time upon the execution and Recordation of an instrument executed by Owners owning an aggregate Percentage Interest of sixty-seven percent (67%) or more; and

WHEREAS, the Owners desire and intend to amend the Declaration to promote the health, safety and welfare of the residents of Ville du Pré and to preserve property values by encouraging owner occupancy of homes in Ville du Pré by restricting leasing of homes in Ville du Pré; and

WHEREAS, this Instrument, further amending the Declaration, has been approved by vote or agreement of Owners owning an aggregate Percentage Interest of more than sixty-seven percent (67%);

NOW, THEREFORE, the Declaration is amended as follows:

1. Definitions. Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.
2. Amendment. Article II, Section 4.2 is hereby amended by deleting the entire Section and substituting in lieu thereof the following:



Section 4.2. Every proposed lease and or rental agreement shall be subject to the Board of Director's approval so as to assure compliance with this Article. The Board of Directors reserves the right to limit the number of lease and/or rentals at any given time to no more than three (3) of the Lots. This limitation of leases or rentals allowed does not apply to those situations wherein another relative, i.e. father, mother, son, daughter, niece or nephew has purchased the Lot for the purpose of providing housing for another above stated relative.

- 3. Recordation. This Amendment shall be recorded in the records of the Office of the Recorder of Deeds of St. Charles County, Missouri, and shall be effective upon recordation.
- 4. Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Amendment, the remainder of the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the President of the Board of Directors of Ville du Pré Owners Association attests that the required number of Owners have authorized the Association to prepare, execute, certify and record this Amendment on the day and year first above written.

VILLE DU PRÉ OWNERS ASSOCIATION

By: Sam Leone, President

ATTEST:

Millie Tierney, Secretary

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
NOTARY SIGNATURE PAGE TO FOLLOW



20191008000560980 4/4

Bk: DE7158 Pg: 728

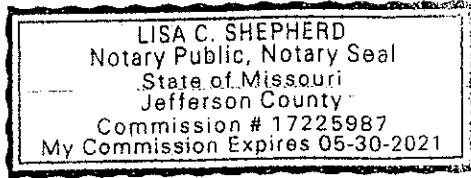
STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 29th day of June, 2019, before me appeared Sam Leone to me personally known, who, being by me duly sworn, declared that the statements in the foregoing document are true and correct, and that he signed the instrument in his capacity as President of the Board of Directors of Ville du Pré Owners Association.



Notary Public

My Commission Expires: 05-30-2021



FIRST AMENDED AND RESTATED
DECLARATION OF
RESTRICTIONS AND INDENTURE
CREATING CHOMEOWNERS ASSOCIATION
AND ESTABLISHING RESTRICTIONS

VILLE DU PRE'
ST. PETERS, MISSOURI

Recorded in St. Charles County, Book 2585 Page 633^{June 1, 2001}, in accordance with, Declaration of Restrictions and Indenture Creating.....", originally recorded August 27, 1985, Book 1048 Page 722.

Incorporated non-profit (Exhibit B)

Association: Ville du Pre' Owners Association NOT a Condominium
77 lot owners (percentage is 1.30%)

Exterior Additions must have prior approval- can be submitted to Architectural committee appointed by Board- if not approved within 30 days – it is approved.

Leases- subject to approval by Board – minimum 6 month (specific requirements)

Association must state in Rules and Regulations those exterior items for which Assoc. shall take responsibility.

Shall not include: glass, doors, skylights, driveways, deck, porch, patio, stoop and sidewalk from stoop to driveway.

Fidelity Bond required: \$100,000 paid by Association

BY-LAWS: (Exhibit C)

Board of Directors

3- (Staggered terms for a 3-year term)

Must be a lot owner

Annual Meeting – owners are Delegates from each lot

4th Saturday in October , 9:00 a.m. per Art. VIII F.

90 days before annual meeting - Nominating Committee (3 members) appointed by Board 60 days before meeting committee to have nominated 1 person for each opening –

No specific date in Declaration for meeting, was ?

Nominations also can be from floor

Quorum and Notice—at least 10 days

See specifics for Fines – must give opportunity to be heard in writing
Vdpdeclaration (pam's documents)

178-243

FIRST AMENDED AND RESTATED
DECLARATION 43763
OF
RESTRICTIONS AND INDENTURE
CREATING HOME OWNERS ASSOCIATION
AND
ESTABLISHING RESTRICTIONS
VILLE DU PRÉ
ST. PETERS, MISSOURI

OUTLINE OF RESTATED DECLARATION

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

JUN 01 2001

By *Barbara [Signature]*
Time 3:42 pm

Background Recitals

I. Governance Matters

First Part: Provisions Relating to the Association

- A. Organization of the Association
- B. Powers and duties of the Association

Second Part: Provisions Relating to Architectural Control Matters

- A. Applicability
- B. Exterior Additions, Changes or Alterations
- C. Guidelines
- D. Disclaimer
- E. Covenant Not to Sue
- F. Completion

Third Part: Provisions Relating to Assessments

- A. Types
- B. Creation of the Lien and Personal Obligations of Assessments
- C. Administration/Enforcement

II. Covenants and Restrictions

- A. General Covenants and Restrictions
- B. Covenants and Restrictions Relating to Appearance Matters (Including Maintenance Obligations)

III. Easements and Party Walls

- A. Owner's Easements of Enjoyment
- B. Association's Exterior Maintenance Easements with Respect to Lots
- C. Encroachment
- D. Easements in Gross
- E. Developer's Construction Activities
- F. Entrance Signage
- G. Party Wall

IV. Insurance Matters

- A. Property Insurance
- B. Liability Insurance
- C. Fidelity Insurance
- D. Directors and Officers Liability Insurance
- E. Other Insurance Coverage

V. Miscellaneous

- A. Compliance with Laws
- B. No Waiver
- C. Governing Law
- D. Severability
- E. Mortgagee Rights
- F. Exhibits
- G. Conflict
- H. Duration
- I. Amendment

THIS FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND INDENTURE CREATING HOME OWNERS ASSOCIATION AND ESTABLISHING RESTRICTIONS (later called "Restated Declaration") is made this 1st day of June, 2001, by the Owners of VILLE DU PRÉ, later referred to as "Declarants", for themselves, their successors, grantees, and assigns. (In this Restated Declaration, capitalization of a word will generally indicate that the definition of that word may be found in Exhibit A.)

BACKGROUND RECITALS

A. This Restated Declaration is made in accordance with the provisions of Article XII for amendments to the DECLARATION OF RESTRICTIONS AND INDENTURE CREATING OWNERS ASSOCIATION AND ESTABLISHING RESTRICTIONS VILLE DU PRÉ which was made August 27, 1985, and recorded at Book 1048 Page 722 of the records in the office of the Recorder of Deeds for St. Charles County, Missouri.

B. Declarants are the owners of certain lots which were subdivided out of a larger tract of property in the City of St. Peters, County of St. Charles, State of Missouri. This larger tract will be called the Property and is sometimes referred to as "Ville du Pré." This Restated Declaration pertains to the above-described Property.

C. Declarants intend, by this Restated Declaration, to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lots within Ville du Pré, and Declarants desire to provide a flexible and reasonable procedure for the overall development of the Property and to further establish a method for the governance, administration, maintenance, preservation, use and enjoyment of the Property.

D. Ville du Pré Owners Association joins in the execution of this Restated Declaration because of its participation in the development of Ville du Pré; the execution of this Restated Declaration is meant to indicate its acceptance of its responsibilities as stated in this Restated Declaration.

NOW, THEREFORE, Declarants declare that all of the Property described above shall be held, transferred and occupied subject to the following covenants, conditions, easements and restrictions, which are for the purpose of protecting and enhancing the value and desirability of, and which shall run with and encumber, the Property and which are binding on all parties having any right, title or interest in the Property, its heirs, successors and assigns, as well as any occupants of it and which shall inure to the benefit of each Owner.

**ARTICLE I
GOVERNANCE MATTERS**

FIRST PART: PROVISIONS RELATING TO THE ASSOCIATION

A. ORGANIZATION OF THE ASSOCIATION:

Section 1. Formation of Association. The Association is a non-profit Missouri corporation which is vested with the powers and charged with the duties described by law and set forth in this Restated Declaration, the Articles (set forth in Exhibit B), and the Bylaws (set forth in Exhibit C). Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Restated Declaration.

Section 2. Board of Directors; Officers; Committees. To the extent not reserved to the Delegates in Section 3 below, the affairs of the Association shall be conducted by the Board and such Officers from the Board as the Directors may elect or appoint in accordance with the Articles and the Bylaws. Pursuant to the Articles, the Board shall initially consist of three Directors. The Board may also appoint various committees.

Section 3. Delegates and Voting.

(a) **Delegates to the Association.** Each Lot shall have a Delegate to represent that Lot's interest with respect to certain issues that relate to the Association. **This position is not the same as a membership; the Association has no memberships.** Delegates will attend an annual meeting of the Delegates, at which the Delegates will:

- (i) elect any new Directors, and
- (ii) approve or reject the annual budget proposed by the Board for that calendar year.

Whether at an annual meeting or a special meeting, Delegates will have authority to:

- (iii) present matters and adopt resolutions upon which the Delegates shall compel the Board to act; and
- (iv) approve the initial Rules and Regulations and approve any amendments to the Articles or the Bylaws or the Rules and Regulations proposed by the Board or a Delegate upon motion duly made and seconded.

(b) **Voting Interest Equals Percentage Interest.** With regard to any vote by the Delegates, each Delegate shall be entitled to that percentage of voting interest which equals the Percentage Interest (calculated to two decimal places) relating to such Delegate's Lot. Since there are 77 Lots, the Percentage Interest of each Lot is 1.30%; the Delegate of each Lot has a 1.30% voting interest within the Delegates.

B. POWERS AND DUTIES OF THE ASSOCIATION:

BOOK 2585 PAGE 637

Section 1. Association's Powers.

- (a) The Association may:
 - (i) adopt and amend Bylaws and Rules and Regulations;
 - (ii) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for Common Expenses from Owners;
 - (iii) hire and discharge managing agents and other employees, agents, and independent contractors;
 - (iv) institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting Ville du Pré;
 - (v) make contracts and incur liabilities;
 - (vi) regulate the use, maintenance, repair, replacement, and modification (including a complete change of use) of any Association-owned or maintained facilities;
 - (vii) cause additional improvements to be made as a part of any Association-owned or maintained facilities;
 - (viii) acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property;
 - (ix) grant easements, leases, licenses, and concessions through or over any Association-owned or maintained facilities and the Lots;
 - (x) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Restated Declaration, the Bylaws, and the Rules and Regulations of the Association;
 - (xi) provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
 - (xii) exercise all other powers that may be exercised in this State by nonprofit corporations; and

(xiii) exercise any other powers necessary and proper for the governance and operation of the Association.

(b) In addition to the powers and rights of the Association set forth in this Restated Declaration, the Association shall have such powers and rights as are set forth in the Articles and Bylaws. (A copy of the Articles and Bylaws of the Association, as amended from time to time, shall be available for inspection by Owners, prospective purchasers, mortgagees and other persons or entities with an interest in Ville du Pré at the office of the Association during reasonable business hours.)

Section 2. Association's duties. The Association shall:

- (a) effectuate the provisions of:
 - (i) the Restated Declaration;
 - (ii) the Articles;
 - (iii) the Bylaws;
 - (iv) the Rules and Regulations; and
 - (v) any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, or other instrument which (1) shall have been executed pursuant to, or subject to, the provisions of this Restated Declaration, or (2) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association;

and

(b) maintain and otherwise manage all Association-owned or maintained facilities.

Section 3. Enforcement by Owners. If the Association shall fail or refuse to enforce this Restated Declaration or any provision of it for an unreasonable period of time after written request by a Owners, then the requesting Owners may enforce the provisions of the Restated Declaration by an appropriate action at that Owner's expense without reimbursement from the Association but with a right to claim any reimbursement which the Association could have claimed from the third-party wrong-doer.

SECOND PART: PROVISIONS RELATING TO ARCHITECTURAL CONTROL MATTERS

A. APPLICABILITY: The following provisions shall apply to each Lot.

B. EXTERIOR ADDITIONS, CHANGES OR ALTERATIONS: No exterior addition, change or alteration to any structure upon the Property shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this provision will be deemed to have been fully complied with. Responsibility for the maintenance of any improvement shall be borne by the Association or the Owners(s) in the manner determined by other relevant provisions of this Restated Declaration.

C. GUIDELINES: The Board of Directors or its designated committee may adopt reasonable guidelines to facilitate the review of proposed changes.

D. DISCLAIMER: Approval by the Board of any submittal made hereunder shall not be a representation or warranty by the Board that any design plans or specifications relating to such request are adequate for any use, purpose or condition or that they comply with any applicable governmental laws, codes, rules, ordinances or regulations.

E. COVENANT NOT TO SUE: The Association and the Board shall not be liable in damages to anyone submitting design plans for approval or to any Owner by reason of mistake in judgment or negligence of the Association or the Board, their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such design plans. Anyone so submitting design plans to the Board for approval, by the submission of such design plans, and any Owner by so acquiring title to any Lot agrees that such Owner will not bring any action or suit to recover for any such damage against the Association or Board, except as caused by the Board's gross negligence or willful misconduct.

F. COMPLETION: Once construction of an exterior addition, change or alteration has been commenced within the Property, the Owner shall diligently pursue completion of such construction.

THIRD PART: PROVISIONS RELATING TO ASSESSMENTS

A. TYPES: There shall be an annual operating assessment, an additional operating assessment, and a specific assessment. These are described in the Bylaws.

B. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS:

Section 1. Each Owner by acceptance of a deed for a Lot shall be deemed to agree to pay to the Board all assessments and charges required to be paid by such Owner pursuant to the terms of this Restated Declaration, together with interest thereon from the due date until the date paid, at a monthly default rate of one and one-half percent (1.5%) plus costs of collection, including reasonable attorneys' fees. Such assessments or charges, plus any interest and any

collection costs, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made, with lien priority being as provided below in Section 2. Such sum shall also be the personal obligation of the Owner of such Lot(s), and no Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of that Owner's Lot.

Section 2. The lien for assessments against a Lot shall be subordinate to (a) the lien operation and effect of any first mortgage or deed of trust granted to a bona fide commercial lender on such Lot with whom the Owner of such Lot has a bona fide arms length relationship, provided such mortgage or deed of trust is recorded prior to the date such assessment became due; and (b) liens for real estate taxes and municipal assessments or charges against the Lot.

C. ADMINISTRATION/ENFORCEMENT:

Section 1. Association as Enforcing Body. The Association shall have the right to enforce payment of any delinquent assessments.

Section 2. Association's Remedies to Enforce Payment of Assessments. If any Owner fails to pay an assessment when due, the Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and by taking one of such actions, the Association shall not prejudice or waive its right to take the other action):

(a) bring an action at law and recover judgment against any Owner who has defaulted in the payment of the portion of such assessment allocated to the Lot of such Owner; and/or

(b) foreclose the assessment lien against the subject Lot whose Owner has defaulted in the payment of the portion of such assessment allocated to such Lot, in accordance with the then prevailing Missouri law relating to the foreclosure of real estate mortgages (including any right to recover a deficiency), provided that such Lot may be redeemed after foreclosure sale as provided by law, it being understood that the Association may bid on the Lot at such a foreclosure sale.

Section 3. Delinquent Owner's Liability. The delinquent Owner shall remain personally liable for such Assessment and related costs after such foreclosure or the granting of any deed in lieu of foreclosure.

**ARTICLE II
COVENANTS AND RESTRICTIONS**

A. GENERAL COVENANTS AND RESTRICTIONS:

Section 1. Residential Uses. Only single-family dwelling units (some detached and some attached) have been erected on any Lot. No use shall be made of any Unit except as is

incidental to the occupation thereof for residence purposes by one private family residing in a single family dwelling. Home Occupations are subject to the Rules and Regulations.

Section 2. Livestock/Animals. No animals of any kind (including hogs, cows, horses, snakes, rabbits, chickens, ducks, geese, goats, poultry, or any other livestock), other than house pets with no vicious propensities, shall be brought onto or kept on any Lot or in any dwelling unit; and then no more than two dogs or two cats or such other house pet may be kept or maintained on the Lot (except for fish or birds which may be kept within a dwelling unit in reasonable number) except with the express written permission of the Board of Directors. Owners who do not police after their pet whether on their Lot, the Lot of another Owner, or on any Association-owned or maintained facilities, shall be assessed a fine which shall be established by the Board of Directors from time to time and collected in a manner as if a specific assessment has been assessed against the Lot and its Owner. Owners are responsible for their guests and any animals their guests have brought onto the Property.

Section 3. Nuisance. It shall be the responsibility of each Owner and any invited guests to prevent the development of any unclean, unhealthy, unsightly, unkept condition on the Owner's Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any subject, material or thing be kept upon the Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants, animals, or devices or things of any sort whose activities or existence in any way is obnoxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Property. The determination of a nuisance shall be determined in the sole discretion of the Board of Directors.

Section 4. Leases. Each Owner shall have the right to lease or rent the Unit for single-family residential purposes only, subject to the following requirements:

Section 4.1. Every lease and/or rental agreement shall be in writing and shall be subject to all provisions of this Restated Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (1) the Rules and Regulations; (2) the Restated Declaration as amended; and (3) the covenants and conditions of the lease or rental agreement itself other than non-payment of rent, shall be the basis for termination of the lease or rental agreement.

Section 4.2. Every proposed lease and or rental agreement shall be subject to the Board of Directors' approval so as to assure compliance with this Article. The Board of Directors reserves the right to limit the number of lease and/or rentals at any given time to no more than four (4) of the Lots. This limitation of leases or rentals allowed does not apply to those situations wherein another relative, i.e. father, mother, son, daughter, niece or nephew has purchased the Lot for the purpose of providing housing for another above stated relative.

Section 4.3. Every lease and/or rental agreement shall appoint the Board of Directors to act as an agent for the Owner for the purpose of enforcing these terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not corrected within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Board of Directors shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Lot under the rent and possession laws or unlawful detainer laws of the State of Missouri. Neither the Association nor the Board of Directors shall have any liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease or the tenant's possession of the Unit.

Section 4.4. Every lease and/or rental agreement shall have a minimum initial term of six (6) months.

B. COVENANTS AND RESTRICTIONS RELATING TO APPEARANCE MATTERS:

Section 1. Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing by the Board of Directors except for Declarants during construction.

Section 2. Clotheslines, Garbage Cans, BBO Propane Tanks, Woodpiles, Etc. All clotheslines, garbage cans, above ground tanks and other similar items shall be located or screened so as to be concealed from view of neighboring Lot(s), streets and property adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

Section 3. Fuel Tanks. Except for propane tanks on outdoor grills, no fuel tank or container of any nature containing flammable liquid shall be placed, erected, installed or constructed on any Lot or within the dwelling unit other than in the garage, unless approved in writing by the Board of Directors.

Section 4. Temporary/Permanent Structures. No structure of a temporary or permanent character, including trailers, tents, shack, garage, barn or other out building shall be used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

Section 5. Fences. No fence (including invisible fences) or wall of any kind shall be erected, begun or permitted to remain upon any Lot of the Property unless approved by the Board of Directors. No fence shall extend beyond the front of the residential structure.

Section 6. Antennas/Satellite Receiving Dishes. Unless otherwise permitted by law, no outside radio, television or satellite antenna or satellite receiving dishes shall be erected, installed or constructed on any Lot of the Property without the written consent of the Board of Directors. The location of all outside radio, television or satellite antenna or satellite receiving dishes must be approved by the Board of Directors.

Section 7. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot, without the express written permission of the Board of Directors. The Rules and Regulations shall make provision for the placement of "garage sale" or "home for sale" or "home security" signage.

ARTICLE III EASEMENTS AND PARTY WALLS

A. OWNER'S EASEMENTS OF ENJOYMENT: Subject to the provisions of the Restated Declaration, every Owner shall have a right and easement of enjoyment in and to any Association-owned or maintained facilities. All Owners and their guests, tenants and invitees shall strictly comply with any use restrictions or Rules and Regulations promulgated in accordance with the Restated Declaration or the By-Laws.

B. ASSOCIATION'S EXTERIOR MAINTENANCE EASEMENTS WITH RESPECT TO LOTS:

Section 1. Because the outside appearance of Ville du Pré will be an important determinant of the benefits which each Owner receives from that Owner's relationship with Ville du Pré, certain aspects of the outside appearance of each Lot will be an Association responsibility. Each Lot Owner bestows upon the Association an exclusive easement for maintenance by the Association with respect to the exterior of each building within Ville du Pré. The exercise of the easement for maintenance is within the discretion of the Board, and the Association's exercise of its maintenance easement rights is to be governed by a rule of reason standard and not by any strict rule of construction. Actions may be taken with respect to one Lot or more than one Lot or all Lots separately or simultaneously. The costs associated with any maintenance action may be imposed by operating assessment or by specific assessment on one or more than one or all Lots as the Board of Directors determines. The maintenance easement right of the Association shall not extend to all outside facilities; Owners responsibilities are listed in Section 3 below.

Section 2. The Association shall state in its Rules and Regulations those exterior items for which the Association shall take responsibility. By way of example, the Association may or may not take responsibility for exterior maintenance upon each building with respect to painting, repair and care (but not replacement) for roofs, gutters, overhangs, downspouts, exterior building surfaces, garage doors, trees, shrubs and grass.

Section 3. Such exterior maintenance by the Association shall not include glass surfaces, exterior doors, garage door openers, air conditioning equipment, exhaust fans, vents, windows, or skylights, driveways, deck, porch, patio, stoop and sidewalk from stoop to driveway. An Owner shall not have the right to apply a different color of paint or stain to doors, decks, or patios without prior approval by the Board.

Section 4. In the event that the need for maintenance or repair is caused through the willful or negligent acts of an Owner, an Owner's family, guests, or invitees, the costs of such

maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject.

Section 5. Notwithstanding the above, the Association, shall provide snow removal upon the driveways, sidewalks leading from the driveway to the front stoops or may opt to provide partial or no service regarding the same.

C. EASEMENTS IN GROSS: The Property shall be subject to perpetual easement in gross for the Association, its successors and assign, for ingress and egress to perform its obligations and duties as required by this Restated Declaration. Should it be necessary to enter a Lot in order to maintain, service, improve, repair, or replace any facility for which the Association has responsibility, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association.

D. ENTRANCE SIGNAGE: The Board shall maintain the entrance signage at the entrances to Ville du Pré.

E. PARTY WALLS:

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any residential structure upon the Property and which is placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. (Since the party wall is not an exterior structure, its maintenance is not an Association responsibility.)

**ARTICLE IV
INSURANCE MATTERS**

A. PROPERTY INSURANCE: It is the responsibility of the Owners to cover any and all improvements and betterments made to their respective Lots as well as the Owner's personal property.

B. The Association shall maintain the following coverages:

Section 1. Liability Insurance. Liability insurance for the Association shall be carried in such amount as the Board shall deem appropriate covering all losses commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of any Association-owned or maintained facilities and the activities of the Association, including the Association's maintenance obligations for the Lots. Such liability insurance shall include medical payments coverage and coverage for hired and non-

owned automobiles used in connection with the activity of the Association. Each Owner should carry personal liability coverage for that Owner's use, ownership, or maintenance of the Lot and activities of that Owner.

Section 2. Fidelity Insurance. The Association shall carry a Fidelity Blanket Bond in the amount of no less than One Hundred Thousand Dollars (\$100,000) covering any person who handles or is responsible for Association funds or property owned, held, or which are the responsibility of the Association.

Section 3. Directors and Officers Liability Insurance. The Association may carry Directors and Officers Liability Insurance in such amount as the Board determines.

Section 4. Other Insurance Coverage. The Association may carry other insurance if it is deemed necessary for the protection of the Association and the Owners.

**ARTICLE V
MISCELLANEOUS**

- A. COMPLIANCE WITH LAWS: Notwithstanding any condition herein, the Board of Directors shall make suitable provision for compliance with all subdivision and other ordinances of the City of St. Peters and any other governmental entity of which the Property may become a part. If such compliance requires improvements to the Property, this shall be an additional operating assessment without the vote of the Owners, necessary to comply with such Ordinance or Statute.
- B. NO WAIVER: The failure by the Board to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge contained in this Indenture shall in no event be deemed a waiver by the Board of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.
- C. GOVERNING LAW: This Indenture shall be governed and interpreted in accordance with the laws of the State of Missouri. Venue for filing and maintaining any action or suit with respect to this Indenture shall be in the state courts for St. Charles County, Missouri.
- D. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.
- E. MORTGAGEE RIGHTS: An institutional holder, insurer or guarantor of a first mortgage shall be entitled to timely written notice of:

Section 1. A proposed termination of the Association; and

Section 2. Any condemnation or casualty which affects a material proportion of the Property or which affects any Lot on which there is a first mortgage held, insured or guaranteed by the mortgagees; and

Section 3. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the first mortgage or such delinquency as continued for a period of sixty (60) days or any default in the performance by the Owner of any obligation under the Restated Declaration which is not cured within sixty (60) days.

F. EXHIBITS: All exhibits attached to this instrument are hereby incorporated herein by this reference and made a part hereof. After approval in accordance with Article I, First Part, Paragraph A, Section 3(a)(iv), the documents marked as Exhibit B and Exhibit C may be changed by the Association's Board without Recording the amended versions; any interested party is admonished to contact the Association for the latest version of these documents.

G. CONFLICT: If there is any conflict between the provisions of this Restated Declaration or the Articles or the Bylaws or any of the Rules and Regulations adopted pursuant to the terms of such documents, the provisions of the document earlier mentioned in this sentence shall govern.

H. DURATION: The covenants and restrictions of this Restated Declaration shall run with and bind the land subject hereto for a term until August 26, 2035, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded, agreeing to terminate this Restated Declaration as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement of termination has been sent to every Owners at least ninety (90) days in advance of any action taken.

I. AMENDMENT: This Restated Declaration may be amended at any time and from time to time upon the execution and Recordation of an instrument executed by Owners owning an aggregate Percentage Interest of sixty-seven percent (67%) or more.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal the date(s) shown on each of the following acknowledgements.

Owners/Lot # _____:

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

PAGES 647 THRU 687 OF THE FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND INDENTURE
CREATING HOME OWNERS ASSOCIATION AND
ESTABLISHING RESTRICTIONS FOR
VILLA DUPRE, ST. PETERS, MISSOURI
ARE NOT PRINTED IN THE DISTRIBUTION COPIES
SINCE THESE PAGES CONTAIN ONLY THE NOTARIZED
SIGNATURES OF THE RESIDENTS APPROVING THIS DOCUMENT.
THESE PAGES AND SIGNATURES ARE MAINTAINED BY
THE SECRETARY OF THE HOMEOWNERS ASSOCIATION
AND MAY BE VIEWED UPON A REASONABLE REQUEST.

SCHEDULE OF EXHIBITS

BOOK 2585 PAGE 688

<u>Exhibit A</u>	Definitions
<u>Exhibit B</u>	Articles of Incorporation of the Association
<u>Exhibit C</u>	Bylaws of the Association

EXHIBIT A
DEFINITIONS

BOOK 2585 PAGE 689

"Articles" means the First Amended Articles of Incorporation of the Association, including any amendments or restatements. The initial set is attached as Exhibit B.

"Association" means VILLE DU PRÉ OWNERS ASSOCIATION, a Missouri corporation, its successors, and assigns.

"Board" means the group of individuals who will be elected by the Delegates and to whom shall be delegated the powers and duties stated in Article I, First Part, Paragraph B of the Indenture.

"Bylaws" means a code of procedural rules, adopted pursuant to the Missouri Nonprofit Corporation Act (Chapter 355 R.S.Mo.), for the regulation or management of the affairs of the Association. So long as its provisions are not in conflict with this Restated Declaration or the Articles (in which case, any such Bylaws provision is void), the Bylaws may make provision with respect to notice; Board composition and selection; meetings; Association officers; budget and assessment matters; rule-making; enforcement matters; Delegates; and other internal governance matters. The initial set is attached as Exhibit C.

"Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocation to reserves.

"Restated Declaration" means this First Amended and Restated Declaration of Restrictions of Ville du Pré.

"Director(s)" means those natural persons who are members of the Board. The initial Directors are designated in the Articles.

"Home Occupation" means a business, profession, occupation, trade, artisan, or hand craft conducted on a Lot for gain or support by a person residing on the Lot. This activity will be treated in the Rules and Regulations.

"Lot" means any parcel of land shown on the subdivision plat of the Property which describes the location and dimensions and establishes the legal boundaries of the individual Lots.

"Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligations.

"Percentage Interest" of any Lot means that equal percentage owed by each Lot with respect to the annual operating assessment owed for the next calendar year. The Percentage Interest for each Lot is 1.30%.

"Property" means that parcel of real property described as Ville du Pré on the plats of Ville du Pré recorded at Plat Book 24 Page 171 and Plat Book 29 Page 91 in the office of the Recorder of Deeds of St. Charles County, Missouri.

"Record" or **"Records"** or **"Recording"** or **"Recordation"** means a reference to the placement of a document in the records maintained by the Recorder of Deeds for St. Charles County, Missouri.

"Rules and Regulations" means the rules and regulations for Ville du Pré adopted by the Board pursuant to Article I, First Part, Paragraph B, Section 1, Subsection (a).

"Ville du Pré" means the Property.