

LIST-MISC  
ALE

97379

**FIRST AMENDMENT TO HILL POINTE VILLAS ASSOCIATION . DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HILL POINTE VILLAS OWNERS ASSOCIATION**

THIS AMENDMENT of the Declaration of Covenants Conditions and Restrictions Hill Pointe Villa Owners Association is entered into pursuant to the Missouri "not-for-profit corporation," Initial Caps Section 355 RSMo. *et seq.* are entered into on this 2<sup>nd</sup> day of JAN, 2001.

BOOK 2707 PAGE 1028

WHEREAS, on May 26, 2000, the Hill Pointe Villa Owners Association, the Missouri not-for-profit corporation was formed ("the "Association");

WHEREAS, on January 7, 2000, the Declaration of Covenants, Conditions, and Restrictions of Hill Pointe Villas was recorded in Book 2351 at page 117 of the St. Charles County Deed Records ("the Declaration");

WHEREAS, the Declaration applies to that certain real property designated on the Plat of Hill Pointe Villas Subdivision as shown in Plat Book 36 at page 266-267 of the St. Charles County deed records ("the Development");

WHEREAS, the Declaration provides that so long as Developer (Exchange St. Charles, Inc., a Missouri corporation) owns any units or lots in the Development, it shall have exclusive control and right to amend the Declaration until such time as Developer no longer has any ownership of any lot/unit in the Development;

WHEREAS, Developer presently owns units and lots within the Development. Developer intends to amend the Declaration to include provisions for the transition of the Association from the Developer to the members; and

By this document Developer hereby amends the Declaration and as follows:

1. Formation of Member Board and Transition of Responsibilities to Membership. At such time as the Developer no longer owns any lot or unit within the Development Developer agrees to transfer all right, title and interest in and into all common ground, rights of way, and such other rights and obligations appurtenant to the Development. Upon such transfer the following will also occur:

a. The Initial Board. The Association will elect an initial Board of Directors as provided in the Declaration ("The Initial Board"). The Initial Board will work with Developer to assure a smooth transition of governance.

b. Release of Future Liability. Upon acceptance of the deed from Developer transferring all common areas and property interests to the Association, the Association will provide Developer with a release which waives and releases all claims, obligations, and liabilities whatsoever against Developer which arise after the date of the transfer of

Developer is free of any claims

Developer's last lot or unit (the "Transition Date") as well as an indemnification of Developer for any actions, causes of actions, and liability arising after the Transition Date. The Board will indemnify and hold Developer harmless for all acts and liability of the Association of any nature whatsoever subsequent to the Transition Date. Such indemnity will be comprehensive and will include indemnity for all claims, causes, costs, attorneys' fees, administration, and other associated charges or fees.


- c. Resignations. Developer will resign from any official positions including Officer or Director of the Association.
- d. Financial Reports. Developer will provide the Initial Board with all corporate and organizational documents as well as the financial documents of the association.

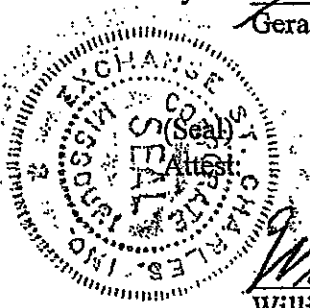
2. Effect of Modification. This First Amendment is intended to amend the Declarations as provided above. The remainder of the Declaration shall remain in full force and effect.

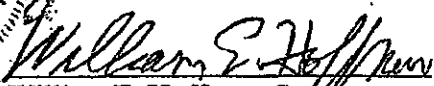
IN WITNESS WHEREOF, the undersigned has hereto set its hands and seals on this 2nd day of JAN, 2001.

EXCHANGE ST. CHARLES, INC.,  
a Missouri corporation

By:

  
Gerald E. Scheidegger, President



  
William E. Hoffman, Secretary

STATE OF MISSOURI )  
 )  
COUNTY OF ST. CHARLES )

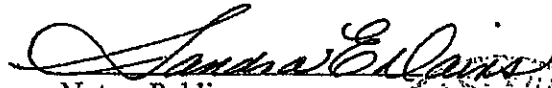
ss.

BOOK 2707 PAGE 1030

On this 2<sup>nd</sup> day of JAN, 2001, before me personally appeared Gerald E. Scheidegger to me known, who, being by me duly sworn, did say he is President of Exchange St. Charles, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Gerald E. Scheidegger acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

SANDRA E. DAINS  
Notary Public - Notary Seal  
State of Missouri  
County of St. Charles  
My Commission Expires 12/28/2002

  
Notary Public




AFTER RECORDING, RETURN TO:

Jennifer K. Suits  
Rollings & Associates, P.C.  
1000 Fairgrounds Road, Ste. 200  
St. Charles, MO 63301  
636-946-0500 Telephone  
636-946-2157 Facsimile

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

NOV - 7 2001

By   
Time 10:35AM

**END OF DOCUMENT**

State of Missouri }  
County of St. Charles }

I hereby certify that this instrument was  
FILED FOR RECORD and is RECORDED  
on the Date and Time and in the Book and  
Page as stamped hereon

  
BARBARA J. HALL

Recorder of St. Charles County