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19-MISCL-SRH

1. **Title of Document:** **Amendment #1 to the Declaration of Covenants, Conditions, Easements and Restrictions of Green Forest Village**
2. **Date of Document:** As of JUNE 6TH, 2019
3. **Grantor(s):** **Bridgewater Communities, Inc.**
4. **Grantee(s):** **The Villas at Green Forest Village Homeowners Association**
5. **Grantee's Mailing Address:** **c/o Bridgewater Communities, Inc.
11225 Mosley Manor Ct
St. Louis, MO 63141**
6. **Legal Description:** **NA EX B.**
7. **Reference(s) to Book and Page(s):** **Book DE4929 and Pages 1684-1724
Title Partners Agency, LLC
457 Sovereign Ct.
Ballwin, MO 63011**

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Amendment #1 to the Declaration of Covenants, Conditions, Easements and Restrictions of Green Forest Village. In the event of a conflict between the provisions of the attached Amendment #1 to the Declaration of Covenants, Conditions, Easements and Restrictions of Green Forest Village and the provisions of this cover page, the attached Amendment #1 to the Declaration of Covenants, Conditions, Easements and Restrictions of Green Forest Village shall prevail and control.

Amendment #1
to the
Declaration of Covenants, Conditions, Easements and Restrictions
of Green Forest Village St. Charles County, Missouri

The following amendments are to be made to the original Declaration of Covenants, Conditions, Easements and Restrictions of Green Forest Village as recorded on February 15, 2008 in Book DE4929 and Pages 1684-1724.

1. Any references to Premier Bank shall be replaced with Bridgewater Communities, Inc. Reference to Premier Bank is made on page numbers 3, 17 and 18 but replacements are meant to be on any and all pages where there may be a reference.
2. Any references to FMB, LLC shall be replaced with Bridgewater Communities, Inc. Reference to FMB, LLC is made on page numbers 4, 16, A1, D-5 and D-7 but replacements are meant to be on any and all pages where there may be a reference.
3. Page #7, Third Part, A., Types, shall have the words:
“Capitalization Fee” added.
4. Page #8, Article II, A, Section 2. Livestock/Animals will be changed from “one dog or one cat” to “two (2) dogs or two (2) cats or a combination thereof for a total of two (2) pets”.
5. Article II, A, Section 4, (b). will be replaced with:
“(b) Every proposed lease and or rental agreement shall be subject to 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 ten (10) of the Lot Units. 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 Unit for the purpose of providing housing for another above stated relative.
6. Page 10, Article II, B., Section 8. Landscaping shall be changed to
“placed upon any Association Elements or Lot Unit without”
7. Pages 10 – 12, ARTICLE III Section B, Section 2 will be replaced with:
“Section 2. The Association shall have responsibility for and a maintenance easement with respect to repair or replacement of roofs, gutters and downspouts, soffit and fascia, brick, vinyl siding, scheduled re-paint, trees, shrubs/landscaping, mulch (except those trees, shrubs, plants, etc. installed by the Owners with the Association’s permission). The Association will operate (including the cost of water and electric utilities), maintain, repair, replace all components of a community wide irrigation system if installed by Declarant.

8. Pages 10 – 12, ARTICLE III Section B, Section 3 will be replaced with:

“Section 2 Exterior maintenance, repair or replacement by the Association shall NOT INCLUDE concrete driveway, concrete driveway approach (located in the street Right of Way), concrete public sidewalk, concrete private sidewalk, concrete porch, concrete patio, garage door, garage door opener, exterior doors, windows, patio doors, skylights. The Association is not responsible for repair, replacement, re-paint of “Association covered items” damaged by an owner or their guests.
9. Article III, Easements, B. Section 5 will be replaced with
“Notwithstanding the above, the Association, shall provide snow removal (for 2” or more of snow) on the driveways and sidewalks leading from the driveway to the front porch or may opt to provide partial or no service regarding the same.”
10. All references to “**Party Walls**” in Article III G. Sections 1, 2 and 3, pages 10 & 12 shall be deleted in their entirety.
11. Article IV, Insurance Matters, B, Liability Insurance, will be changed from One (1) Million / Three (3) Million coverage to Two (2) Million / Four (4) Million coverage, respective.
12. The definition of “**Building Lot**” referenced on page A-1 shall be changed to:
“**Building Lot**” shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property which describes the location and dimensions of the parcel containing four (4) or six (6) Lot Units upon which a four (4) or six (6) unit residential structure containing four (4) or six (6) single family dwelling units has or will be constructed.
13. Any reference on any page to a “two-unit residential” structure shall be replaced with a “four (4) or six (6) Lot Units”
14. Page A-2, EXHIBIT A, Definitions, “Lot Unit” will be replaced with
“**Lot Unit**” means any parcel of land shown on any subdivision plat of the Property which describes the location and dimensions and establishes the legal boundaries of the individual Lot Units. While the size of each Lot Unit may vary, generally a Lot Unit will fall into one of two categories, a middle Lot Unit and an end Lot Unit. Middle Lot Units are generally 25’ wide by 64’ deep. End Lot Units are generally 30’ wide by 64’ deep.
15. Any references to “Daniel Foust, 101 Huntington Park, St. Charles, MO 63301” shall be replaced with “Timothy D. Miller, 11225 Mosely Manor Ct, St. Louis, MO 63141”.
References to “Daniel Foust, 101 Huntington Park, St. Charles, MO 63301” is made on page numbers C-1 and C-4 but replacements are meant to be on any and all pages where there may be a reference.

16. The definition of “**Threshold Date**” referenced on page A-2 shall be changed to mean: the date when there are twenty-eight (28) Lot Units owned by Owners other than Declarant.

17. The Board of Directors as noted in ARTICLE VIII on page C-4 will be replaced with the following:

Timothy D. Miller, 11225 Mosley Manor Ct., St. Louis, MO 63141 (President, for term ending June 30, 2020).

Michael L. Eldringhoff, P.O. Box 4607 Chesterfield, MO 63006-4607 (Vice President/Treasurer, for term ending December 31, 2020).

Patricia J. Kodelja, P.O. Box 4607 Chesterfield, MO 63006-4607 (Secretary, for term ending June 30, 2021).

18. Page D-1, EXHIBIT D, Section B. 6., Sentence beginning “Capitalized terms” will be changed from Book 4061, Page 945 to Book 4929, Page 1684-1724 recorded on 2/15/2008.

19. Add to page D-9, Article V.

“H. Capitalization Assessment. Upon acquisition of record title to a Lot by the first Owner thereof other than Grantor, a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal to three (3) times the then current monthly fee. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the monthly assessment, and shall not be considered an advance payment of such assessment.”



Date: 6/6/2019

Timothy D. Miller

President

Villas at Green Forest Homeowners Association

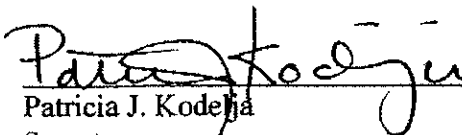


Date: 6/6/19

Michael L. Eldringhoff

Vice President / Treasurer

Villas at Green Forest Homeowners Association



Date: 6-6-19

Patricia J. Kodelja

Secretary

Villas at Green Forest Homeowners Association

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

A TRACT OF LAND BEING PART OF U.S. SURVEY 739 AND PART OF SECTION 35, TOWNSHIP 47 NORTH, RANGE 3 EAST, CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI AND BEING PROPERTY AS DESCRIBED BY DEED IN BOOK 4061 PAGE 945 TO JOHN F. AND JUDY A. KELIHER, AS RECORDED IN THE ST. CHARLES, COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE WITH CAP AT THE INTERSECTION OF THE WEST LINE OF LOT 90 OF GREEN FOREST ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 32 PAGES 27-30 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS AND THE SOUTH RIGHT-OF-WAY LINE OF MEXICO (80 FEET WIDE) ROAD;

THENCE DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF MEXICO ROAD AND ALONG THE WEST LINE OF LOTS 90, 89, THE WEST RIGHT-OF-WAY LINE OF WEICHENS (50 FEET WIDE), DRIVE THE WEST LINE OF LOTS 88, 87, 85, AND LOT 84, SOUTH 27 DEGREES 19 MINUTES 19 SECONDS WEST, 507.82 FEET TO A FOUND IRON PIPE WITH CAP AND AN ANGLE POINT ON THE NORTH LINE OF SAID LOT 84;

THENCE ALONG THE NORTH LINE OF LOT 84, LOTS 83 AND 82 OF SAID GREEN FOREST ESTATES, NORTH 83 DEGREES 50 MINUTES 02 SECONDS WEST, 182.11 FEET TO A FOUND IRON PIPE WITH CAP AT THE NORTHWEST CORNER OF LOT 82, SAID NORTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 80;

THENCE ALONG THE EAST LINE OF LOTS 80, 79, 78, 77, 76 AND 75, NORTH 00 DEGREES 41 MINUTES 27 SECONDS EAST, 443.20 FEET TO THE NORTHEAST CORNER OF LOT 75, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MEXICO ROAD;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE, SOUTH 88 DEGREES 20 MINUTES 16 SECONDS EAST, 26.04 FEET TO A SET IRON PIPE WITH CAP AND AN ANGLE POINT IN SAID SOUTH RIGHT-OF-WAY LINE;

THENCE SOUTH 01 DEGREES 05 MINUTES 47 SECONDS WEST, 3.48 FEET TO A SET IRON PIPE WITH CAP AND AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 88 DEGREES 54 MINUTES 13 SECONDS EAST, 382.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 133,066 SQUARE FEET OR 3.055 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

Timothy D. Miller Date: 9/8/2022
Timothy D. Miller
President
Villas at Green Forest Homeowners Association

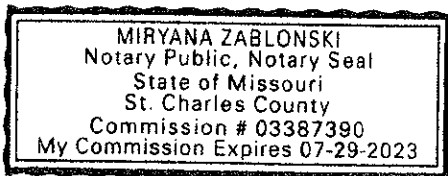
Michael L. Eldringhoff Date: 9/8/2022
Michael L. Eldringhoff
Vice President / Treasurer
Villas at Green Forest Homeowners Association

Patricia J. Kodelja Date: 9-8-2022
Patricia J. Kodelja
Secretary
Villas at Green Forest Homeowners Association

State of Missouri
County of St. Charles

On this 8th day of September in the year 2022 before me personally
appeared Timothy D. Miller, Michael L. Eldringhoff
and Patricia J. Kodelja, known to me to be the person(s) who executed

the within Amendment #2 to the Declaration of and acknowledged to me the
he/she/they executed the same for the purposes therein stated. Covenants, Conditions, Easements
and Restrictions of Green Forest Village



Miryana Zablonksi
(Notary Signature)

Miryana Zablonksi
(Printed Name)

7/29/2023
My Term Expires On