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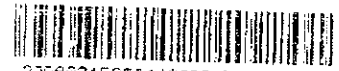
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CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY MKIMBLE

**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, EASEMENTS**  
**AND RESTRICTIONS**  
**OF**  
**\* GREEN FOREST VILLAGE**  
**ST. CHARLES COUNTY, MISSOURI**

December 15, 2007

\* GRANTOR / GRANTEE



## OUTLINE OF DECLARATION

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THIS DECLARATION is made this 15<sup>th</sup> day of December, 2007, by FMB,LLC, a Missouri limited liability company, later referred to as "Declarant", for itself, its successors, grantees, and assigns. (In this Declaration, capitalization of a word will generally indicate that the definition of that word may be found in Exhibit A.)

### BACKGROUND RECITALS

A. Declarant is the owner of certain real property in the County of St. Charles, State of Missouri, which is more particularly described in Exhibit B. This Property is sometimes referred to as "Green Forest Village." This Declaration of Covenants, Conditions, Easements and Restrictions of GREEN FOREST VILLAGE pertains to the above-described Property.

B. Declarant intends, by this Declaration, to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lot Units within Green Forest Village, and Declarant desires 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.

C. Green Forest Village Owners Association joins in the execution of this Declaration because of its participation in the development of Green Forest Village; the execution of this Declaration is meant to indicate its acceptance of its responsibilities as stated in this Declaration.

D. Premier Bank joins in the execution of this Declaration because of its status as the holder of a deed of trust encumbering the Property; the execution of this Declaration is meant to indicate its consent to the imposition of the provisions of this Declaration upon the Property and the subordination of its deed of trust to this Declaration.

NOW, THEREFORE, Declarant declares 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, their 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 Declaration, the Articles (set forth in **Exhibit C**), and the Bylaws (set forth in **Exhibit D**). Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors; Officers; Committees. 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. **During the time period up to and including the Threshold Date, the Board of Directors shall be appointed by FMB, LLC.**

Section 3. Delegates and Voting.

(a) Delegates to the Association. After the Threshold Date, each Lot Unit shall have a Delegate to represent the Lot Unit'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.** After the Threshold Date, 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.

(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 Percentage Interest (calculated to two decimal places) relating to such Delegate's Lot Unit. For example, if the Percentage Interest of a given Lot Unit is 6.25%, the Delegate of such Lot Unit would have 6.25% voting interest within the Delegates.

B. POWERS AND DUTIES OF THE ASSOCIATION:

Section 1. Association's Powers:

- (a) The Association may:
  - (i) adopt and amend Bylaws and Rules and Regulations:



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- (ii) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for Common Expenses from Lot Unit 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 Lot Unit Owners on matters affecting Green Forest Village;
- (v) make contracts and incur liabilities;
- (vi) regulate the use, maintenance, repair, replacement, and modification (including a complete change of use) of the Association Elements;
- (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 the Association Elements;
- (x) impose and receive any payments, fees, or charges for the use, rental, or operation of any Association-owned or maintained facilities and for services provided to Lot Unit Owners;
- (xi) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, the Bylaws, and the Rules and Regulations of the Association;
- (xii) provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
- (xiii) exercise all other powers that may be exercised in this State by nonprofit corporations; and
- (xiv) 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 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 Lot Unit Owners, prospective purchasers, mortgagees and other persons or entities with an interest in Green Forest Village at the office of the Association during reasonable business



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hours.)

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

- (a) effectuate the provisions of:
  - (i) the 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 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 Lot Unit Owner. If the Association shall fail or refuse to enforce this Declaration or any provision of it for an unreasonable period of time after written request by a Lot Unit Owner, then the requesting Lot Unit Owner may enforce the provisions of the 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 exclusively to Lot Unit Owners other than the Declarant. The Declarant, even though an Owner for certain purposes of this Declaration, shall not be required to comply with any provisions relating to architectural control.

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 Lot Unit Owner(s) in the manner determined by other relevant provisions of this 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.

#### **CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS:**

Section 1. Each Owner by acceptance of a deed for a Lot Unit 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 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 Unit and shall be a continuing lien upon the Lot Unit 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 Unit(s), and no Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Elements or by abandonment of his Lot Unit.

Section 2. The lien for assessments against a Lot Unit 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 Unit with whom the Owner of such Lot Unit 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 Unit.

#### **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 Unit of such Owner; and/or

(b) foreclose the assessment lien against the subject Lot Unit whose Owner has defaulted in the payment of the portion of such assessment allocated to such Lot Unit 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 Unit may be redeemed after foreclosure sale as provided by law, it being understood that the Association may bid on the Lot Unit 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 attached single-family dwelling units (in what is frequently called a "villa" format) shall be erected on any Building Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant. No use shall be made of any Unit except as is incidental to the occupation thereof for residence purposes by one family residing in an attached 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 Unit or in any dwelling unit; and then no more than one dog or one cat or such other house pet may be kept or maintained on the Lot Unit (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 Unit, the Lot Unit of another Owner, or on the Association Elements, 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 Unit 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 Unit. No Lot Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any object, material or thing be kept upon the Lot Unit 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 Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot Unit. There shall not be maintained any plants, animals, or devices or things of any sort whose activities or existence is in any way 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:

(a) Every lease and/or rental agreement shall be in writing and shall be subject to all provisions of this 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 the Rules and Regulations; the Declaration as amended; and 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.

(b) 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 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.

(c) 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 Unit 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.

(d) 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 Unit without the consent in writing by the Board of Directors except for Declarant during construction.

Section 2 . Clotheslines, Garbage Cans, BBQ 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 Unit(s), streets and property adjacent to the Lot Unit. All rubbish, trash and garbage shall be regularly removed from the Lot Unit and shall not be allowed to accumulate thereon.

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

Section 4. Prohibited Structures. Certain structures, including trailers, basements, tents, shacks, garages, barns or other out buildings shall not be used on any Lot Unit at any time as a residence or for any other purpose, either temporarily or permanently, unless approved in writing by the Board of Directors.

Section 5. Fences. No fence (including invisible fences) or wall of any kind shall be erected, begun or permitted to remain upon any Lot Unit 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. No outside radio, television or satellite antenna or satellite receiving dishes shall be erected, installed or constructed on any Lot Unit of the Property unless approved in writing 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 Unit, without the express written permission of the Board of Directors, other than the Declarant's signs during promotion of sales or improvements.

Section 8. Landscaping. No shrubbery, landscaping, trees, or any other decorative landscaping including, but not limited to, statues and bird baths, lawn furniture and replicas of animals are to be placed upon any Association Element without the express written permission of the Board of Directors. Upon receipt of the express written permission, said Lot Unit Owner shall be thereafter responsible for the maintenance of the landscaping, monument or statue. The Association shall not be responsible for the damage or destruction of the same by its employees or agents.

### ARTICLE III EASEMENTS AND PARTY WALLS

A. OWNER'S EASEMENTS OF ENJOYMENT: Subject to the provisions of the Declaration, every Owner shall have a right and easement of enjoyment in and to the Association Elements which shall be appurtenant to and shall pass with the title to every Lot Unit, subject to paying the assessments as provided for under Article I and the following provisions:

(a) Fee ownership of the Common Ground shall vest in the Association and not in the Lot Unit Owners;

(b) The Association has the right to charge reasonable admission and other fees for the use of any recreation facility that may be situated upon the Association Elements, if any;

(c) The Association has the right to suspend the voting rights of an Owner and to suspend the right to the use of the recreation facilities by an Owner while any assessment against that Owner remains unpaid; and for a period not to exceed sixty (60) days for any infraction of any use restriction contained herein, the By-Laws of the Association, or any of its published Rules and Regulations;



(d) The Association has the right to dedicate or transfer all or any part of the Association Elements to any institution, trustee, agency, authority, or utility. No such dedication or transfer shall be effective unless eight (8) Delegates of the Association agree to such dedication or transfer at a duly authorized meeting;

(e) All Owners and their guests, tenants and invitees shall strictly comply with any use restrictions, Rules and Regulations promulgated in accordance with the Declaration or the By-Laws.

**B. ASSOCIATION'S EXTERIOR MAINTENANCE EASEMENTS WITH RESPECT TO LOT UNITS:**

Section 1. Because the outside appearance of Green Forest Village will be an important determinant of the benefits which each Owner receives from the Owner's relationship with Green Forest Village, the outside appearance of each Lot Unit will be an Association responsibility. Declarant and, by acceptance of a conveyancing deed from Declarant, each Lot Unit Owner bestows upon the Association an exclusive easement for maintenance by the Association with respect to the exterior of each building within Green Forest Village. 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 Unit or more than one Lot Unit or all Lot Units 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 Lot Units as the Board of Directors determines. The maintenance easement shall not extend to all outside facilities; Lot Unit Owner responsibilities are listed in Section 3 below.

Section 2. The Association shall have responsibility for and a maintenance easement with respect to roof and external structural features and lawns. In addition, the Association shall be responsible for exterior maintenance upon each building with respect to garage doors, paint, repair, replace and care for roofs, gutters, overhangs, downspouts, exterior building surfaces, trees (except those trees and shrubs installed by the Owners with the Association's permission), shrubs, grass, trash removal, streets, and other exterior improvements, including, driveways, deck porch patio, stoop and sidewalk from stoop to driveway.

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. An Owner shall not have the right to apply a different color, paint/stain or quality (other than the same color or stain and quality as originally provided by Declarant) 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. ENCROACHMENT:** Through construction, settlement, or shifting of any building, should any part of any building encroach upon any part of the Association Elements or upon any other Lot Unit, perpetual easements for the maintenance of such encroachment and for the use of the space required



thereby, are hereby established and shall exist for the benefit of the Owners. All easements and rights herein established shall run with the land and inure to the benefit of any Owner, purchaser, mortgagee, or other person having an interest in any portion of the Property.

D. 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 Declaration. Should it be necessary to enter a Lot Unit 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.

E. DEVELOPER'S CONSTRUCTION ACTIVITIES: The Declarant hereby reserves to itself, its successors and assigns, a nonexclusive temporary easement over any Building Lot for the purpose of conducting any construction activities required to develop an adjacent Lot Unit or Association Element, provided that if such activities interfere in a material way with the operations being conducted on such Lot Unit, such activities shall require the approval of the Owner of such Lot. This easement shall automatically terminate upon completion of the Declarant's construction activities.

F. ENTRANCE SIGNAGE: Entrance signage may or may not be installed by the Declarant. If installed, the Board shall maintain this signage at the entrances to Green Forest Village.

G. 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 Lot Units 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 Lot Unit Owners who make use of the wall. (Since the party wall is not an exterior structure, its maintenance is not an Association responsibility.)

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Association shall restore it using the Association's property insurance proceeds. Any such use shall be without prejudice to the right of the Association to call for contribution from others under any rule of law which provides for liability for negligent or willful acts or omissions.

#### ARTICLE IV INSURANCE MATTERS

The Association shall provide and maintain the following coverages under a Master Policy covering the Association as the named insured:

A. PROPERTY INSURANCE: Property insurance for direct physical loss, including earthquake, to covered property caused by or resulting from any of the covered causes of loss. Such coverages shall cover the Association Elements and Lot Units on a blanket basis, if available. Coverage shall not be less than the replacement value of the insured property on a blanket basis at each renewal date. Any covered loss under the Master Policy shall be subject to prevailing per occurrence deductibles under the then



current policy.

It is the responsibility of the Lot Unit Owners to insure any and all improvements and betterments made to their property which are not covered by the then current Master Policy as well as the Owner's personal property. **The Lot Unit Owners are responsible for that portion of a loss which is not covered by the applicable deductibles under the Master Policy; each Lot Unit Owner's personal insurance should provide "Loss Assessment" coverage which will pay the deductibles under the Master Policy.**

The Association shall hold any insurance proceeds in trust for the Lot Unit Owners and lienholders as their interest may appear. Subject to the provisions of this Section, the proceeds must be disbursed first for the repair or restoration of the damaged area, and Lot Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored.

An insurance policy issued to the Association does not prevent a Lot Unit Owner from obtaining insurance for the Owner's benefit. Any parts of a Lot Unit not covered by property insurance maintained by the Association shall be insured by the Lot Unit Owner. Lot Unit Owners are also encouraged to obtain a sewer and drain backup endorsement since this is not the responsibility of the Association unless the Board contracts for such service. The Lot Unit Owner shall be solely responsible for maintaining property insurance on the personal property of each Lot Unit Owner and personal liability insurance for their acts and omissions. All insurance maintained by a Lot Unit Owner shall waive the insurance company's right of subrogation against the Association.

Any policy must provide that the insurer cannot cancel or refuse to renew without mailing or delivering to the named insured and each mortgagee written notice of cancellation or intent to not renew at least thirty (30) days before the effective day of cancellation or intent to not renew.

Any portion of the Property for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced through the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance.

The cost of repair or replacement in excess of insurance proceeds and reserves may be declared a Common Expense by the Board of Directors.

If fewer than all the damaged Lot Units are repaired or replaced, the insurance proceeds attributable to the damaged but unrepaired Lot Units must be used to restore the damaged area to a condition compatible with the remainder of the Lot Units, and the insurance proceeds attributable to the Lot Units which are not rebuilt must be distributed to the lienholders as their interest may appear; then to the Lot Unit Owners of those Lot Units.

With respect to the repair or replacement of any portion of the Property, as soon as practicable after receiving the proceeds of insurance or if in the judgment of the Association additional time is necessary to obtain the sums due from assessments made against Lot Unit Owners, then after the receipt of such assessments, the Association shall pursue to completion the repair or reconstruction of any Lot Unit or Association Element damaged or destroyed. No consent or other action by any Lot Unit Owner shall be necessary. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Lot Unit or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Lot Unit may not vary by more than five percent (5%) from the number of cubic feet



and number of square feet for such Lot Unit as originally constructed pursuant to such original plans and specifications, and the location of the building shall be substantially the same as prior to damage or destruction.

B. LIABILITY INSURANCE: Liability insurance for the Association shall be carried in an amount not less than One Million Dollars (\$1,000,000) on an occurrence basis, if available, plus annual aggregate coverage of Three Million Dollars (\$3,000,000) 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 the Association Elements and activities of the Association, including the Association's maintenance obligations for the Lot Units. Such liability insurance shall include medical payment coverage and coverage for hired and non-owned automobiles used in connection with the activity of the Association. Each Lot Unit Owner should carry their own personal liability coverage for the Lot Unit Owner's use, ownership, or maintenance of the Lot Unit and activities of the Owner.

C. 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.

D. DIRECTORS AND OFFICERS LIABILITY INSURANCE: The Association may carry Directors and Officers Liability Insurance in such amount as the Board determines.

E. OTHER INSURANCE COVERAGE: The Association may carry other insurance if it is deemed necessary for the protection of the Association and the Lot Unit 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, Rules and Regulations of the County of St. Charles 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 Lot Unit Owners, necessary to comply with such ordinance or statute.

B. LOCATION: The locations depicted on any schematic site plans (including those used for marketing purposes) regarding the streets, the Lot Units, entrance monuments and other proposed improvements to Green Forest Village are intended to be illustrative of development possibilities, and the exact size, configuration and location thereof shall be subsequently determined in connection with the specific plans for such improvements which are approved by the County of St. Charles, Missouri, and the Board of the Association.

C. CONVEYANCE OF ASSOCIATION ELEMENTS: The Declarant shall convey fee simple title to the Association Elements to the Association subject, however, to this Declaration and all easements, restrictions, covenants, conditions, reservations and any other matters of Record, simultaneously with the Recording of the Record Plat of Green Forest Village.

D. 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.

E. 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.

F. NO WARRANTY OF ENFORCEABILITY: While Developer has no reason to believe that any of the covenants or restrictions contained in this Indenture are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such covenants or restrictions. Any Owner acquiring a Lot Unit within Green Forest Village in reliance on one or more of the covenants or restrictions shall assume all risks of the validity and enforceability thereof and by acquiring any such Lot Unit agrees that Declarant shall have no liability therefor.

G. 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.

II. 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 Unit 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 Unit 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 Declaration which is not cured within sixty (60) days.

I. EXHIBITS: All exhibits attached to this instrument are hereby incorporated herein by this reference and made a part hereof. The documents marked as Exhibit C, and Exhibit D 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.

J. CONFLICT: If there is any conflict between the provisions of this Declaration or the Articles of Incorporation 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.

K. DURATION: The provisions of this Declaration shall run with and be binding and shall inure to the benefit of and be enforceable by the Declarant, the Board or any Owner for an term of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the Owners of Lots with an aggregate Percentage Interest of seventy-five percent (75%) or more is Recorded among the land Records of St. Charles County, Missouri, agreeing to terminate this Declaration.





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L. AMENDMENT: Before the Threshold Date, this Declaration may be amended at any time and from time to time only upon the execution and Recording of an instrument executed by the Declarant. After the Threshold Date, this Declaration may be amended at any time and from time to time upon the execution and Recording 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 Declarant herein, has hereunto set its hand and seal this 15 day of December, 2007.

FMB, LLC

By: *Daniel Foust*  
Its Manager

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

On this 15 day of December, 2007, before me *B. Ann Fish*, a Notary Public, in and for said state, personally appeared DANIEL FOUST of FMB, LLC, known to me to be the person who executed the within Declaration of Covenants, Conditions, Easement and Restrictions in behalf of said limited liability company and acknowledged to me that she executed the same for the purposes therein stated.

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.

*B. Ann Fish*  
Notary Public

My Commission Expires

B. ANN FISH  
Notary Public - State of Missouri  
County of St. Charles  
My Commission Expires Apr. 18, 2008



Green Forest Village Owners Association agrees to accept its responsibilities as stated in this Declaration.

GREEN FOREST VILLAGE OWNERS ASSOCIATION

By *Daniel Foust*  
Its President

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

On this 15 day of Dec., 2007, before me personally appeared DANIEL FOUST, to me personally known, who, being by me duly sworn, did say that she is the President of GREEN FOREST VILLAGE OWNERS ASSOCIATION, a Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said DANIEL FOUST acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

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.

*B. Ann Fish*  
Notary Public

My Commission Expires

B. ANN FISH  
Notary Public - State of Missouri  
County of St. Charles  
My Commission Expires Apr. 18, 2008

Premier Bank agrees to subordinate to this Declaration its interest in Green Forest Village, which was created by a Deed of Trust Recorded at Book 4061 Page 945.

PREMIER BANK

By *Rocco Russo*  
Rocco Russo  
Vice President

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

On this 15<sup>th</sup> day of February, 2008, before me appeared ROCCO RUSSO, to me personally known, who, being by me duly sworn, did say that he is the Vice President of PREMIER

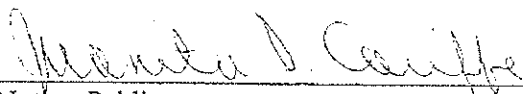


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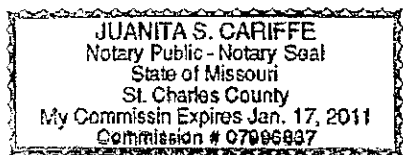
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BANK, a corporation organized under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, buy authority of its Board of Directors and ROCCO RUSSO acknowledged said instrument to be the free act and deed of said corporation.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:





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## SCHEDULE OF EXHIBITS

<u>Exhibit A</u>	Definitions
<u>Exhibit B</u>	Legal Description of Property
<u>Exhibit C</u>	Articles of Incorporation of the Association
<u>Exhibit D</u>	Bylaws of the Association

## EXHIBIT A DEFINITIONS

“**Articles**” means the Articles of Incorporation of the Association, including any amendments or restatements. The initial set is attached as Exhibit C.

“**Association**” means GREEN FOREST VILLAGE OWNERS ASSOCIATION, a Missouri not-for-profit corporation, its successors, and assigns.

“**Association Elements**” means the Property excepting the Building Lots and Lot Units. This includes without limitation:

- (a) All “COMMON GROUND” (as that area is denoted on the Recorded plats of Green Forest Village) remaining after Building Lots and Lot Units have been platted and subdivided within the Property; and
- (b) The right to administer all utility easements located anywhere on the Property, including those portions of the Property owned by the Lot Unit Owners; and
- (c) The easement right created in favor of the Association in Article III.

“**Board**” means the group of individuals who initially are appointed by the Declarant or, after the Threshold Date, 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 Declaration.

“**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 two Lot Units upon which a two-unit residential structure containing two single family dwelling units (done in the “villa” format) has been or will be constructed.

“**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 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 D.

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

“**Declarant**” means FMB, LLC, and its successors and assigns if such successors and assigns should acquire one or more undeveloped Building Lot(s) from the Declarant for the purposes of construction of a two-unit residential structure thereon for sale.

“**Declaration**” means this Declaration of Covenants, Conditions, Easements, and Restrictions of Green Forest Village, and any amendments to it duly Recorded among the Records of St. Charles County, Missouri.



**“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 Unit for gain or support by a person residing on the Lot Unit. This activity will be treated in the Rules and Regulations.

**“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 is expected to have a boundary defined by the driveway and the front exterior surface of the two-unit residential structure, two feet (2’) to each side of the outside wall, and a distance of ten feet (10’) beyond the rear exterior wall as set out on the plat and the centerline of the party wall separating two adjacent villas built on a Building Lot.

**“Owner”** means the record owner, whether one or more persons or entities, of a fee simple title to any Lot Unit 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 Unit not owned by Declarant on January 22 of each calendar year, with respect to the annual operating assessment owed for the next calendar year. If there are ten (10) such Lot Units, the percentage is 10%; if there are twenty-eight (28) Lot Units, the percentage interest is 3.5%. This Percentage Interest shall determine both (1) the percentage of the total operation assessments (whether annual or additional) to be paid to the Association for the applicable calendar year and (2) the voting interest with respect to that Lot Unit’s Delegate in the applicable calendar year. (By way of example, if in 2007 the total annual operation assessment for the Association is \$5,000 and percentage interest is ten percent (10%), then Lot Unit X would owe  $\$5,000 \times 10\% = \$500$  for the year 2007).

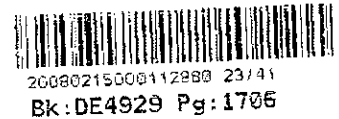
**“Property”** means that parcel of property described in Exhibit B.

**“Green Forest Village”** means the parcel of real property described in Exhibit B.

**“Record”, “Recorded”, “Recording” or “Recordation”** means the recordation of a document or instrument in the Office of the Recorder of Deeds of St. Charles County, Missouri.

**“Rules and Regulations”** means the rules and regulations for Green Forest Village adopted by the Board pursuant to Article I, First Part, Paragraph B, Section 1, Subsection (a).

**“Threshold Date”** means the date when there are fifteen (15) Lot Units owned by Owners other than Declarant; when the Threshold Date occurs, then the Delegates shall thereafter elect Directors and have the right to approve or reject the annual budget.



**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. KELHER, 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.