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DOCUMENT COVER SHEET

TITLE OF DOCUMENT: **Second Amendment to the Restated
Declaration of Covenants, Conditions and
Restrictions of Chateau Country Club
Townhomes (Not a Condominium)**

DATE OF DOCUMENT: **December 10, 2019**

SELLER/GRANTOR: **Chateau Country Club Townhomes**
MAILING ADDRESS: **2052 Avignon Drive**
St. Charles, MO 63303

GRANTEE(S): **Chateau Country Club Townhomes**
MAILING ADDRESS: **549 Queens Court Place**
St. Peters, MO 63376

CITY/MUNICIPALITY: **City of Saint Charles, Missouri**

REFERENCE BOOK AND PAGE: **Book 2445, page 2129**



**SECOND AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
CHATEAU COUNTRY CLUB TOWNHOMES
(NOT A CONDOMINIUM)**

THIS SECOND AMENDMENT is made this 10th day of December
 , 2019, by the Chateau Country Club Townhomes Association (the "Association"), a
Missouri nonprofit corporation, with the written approval of more than fifty-one percent (51%)
of the Owners of the Association.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Chateau
Country Club Townhomes dated December 18, 1986, is recorded in Book 1125 Page 989 of the
St. Charles County Records (the "Original Declaration"), and the First Amended Declaration of
Covenants, Conditions and Restrictions of Chateau Country Club Townhomes dated August 28,
1987, is recorded in Book 1180 Page 84 of the St. Charles County Records (the "First Amended
Declaration"); and

WHEREAS, the Restated Declaration of Covenants, Conditions and Restrictions of
Chateau Country Club Townhomes dated September 21, 2000, is recorded in Book 2445 Page
2129 of the St. Charles County Records (the "Restated Declaration") and the First Amendment



to the Restated Declaration of Covenants, Conditions and Restrictions of Chateau Country Club Townhomes dated December 4, 2009, is recorded in Book 5309 Page 875 of the St. Charles County Records (the "First Amended Restated Declaration"); and

WHEREAS, the Board of Directors of the Association and the Owners have abided by and enforced the Restated Declaration since it was recorded on September 21, 2000, and have further abided by and enforced the First Amended Restated Declaration since it was recorded on December 11, 2009, and the Owners hereby affirm the provisions of the Restated Declaration subject only to this Second Amendment; and

WHEREAS, Article XII Section 3 of the Original Declaration, Article XII Section 3 of the First Amended Declaration and Article XI Section 3 of the Restated Declaration and Article XI Section 3 of the First Amended Restated Declaration each provide that the Owners may amend the Declaration by an instrument signed by not less than fifty-one percent (51%) of the Owners, provided that twenty (20) years has passed; and

WHEREAS, it is acknowledged that twenty (20) years has passed since the Original Declaration and the First Amended Declaration were recorded; and

WHEREAS, the Owners of property in Chateau Country Club Townhomes have reviewed and approved this Second Amendment to the Restated Declaration as confirmed and certified by the attached signatures of the Board of Directors;

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and agreement of not less than fifty-one percent (51%) of the Owners, the Board of Directors hereby declares the Declaration amended as follows:

ARTICLE V (EXTERIOR MAINTENANCE) is deleted as set forth in the First Amended Declaration in its entirety and replaced with the following:



**ARTICLE V
EXTERIOR MAINTENANCE**

Section 1. The Association shall be responsible for maintenance to the Common Elements. In addition, the Association shall be exclusively responsible for exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for gutters, downspouts, exterior building surfaces, fences, tie walls, trees, shrubs, grass, walks, and other exterior improvements; provided, however, such exterior maintenance shall not include exterior doors, skylights, garage doors, and windows, nor shall it include replacement or repair of roofs except as set forth in Section 4 below. Each Lot contains a separate Unit which is titled to the Owner and it is the Owner's responsibility to insure the contents and interior improvements.

Section 2. The Association may make minor repairs to roofs it deems necessary to protect any Unit. However, the primary responsibility for roof repairs and replacement is that of the Owner, except in the event of a casualty resulting from an act of nature, including but not limited to tornados, wind, hail, fire, or other events covered under the Association's policy of insurance.

Section 3. The Association shall have the power to contract with any individual or legal entity for the provision of all exterior maintenance of any unit, building, or Common Element.

Section 4. The Association shall maintain to the extent reasonably necessary and available for the Common Elements of the Townhomes, insurance against loss or damage by fire or other hazards. The Association shall obtain and at all times maintain insurance for the Common Elements against loss or damage by fire and such other hazards that the Association



may deem advisable for the full insurable replacement cost of the Common Element improvements less depreciation as circumstances may dictate, and for those portions of the Townhome for which the Association is responsible to maintain; provided, however, that such insurance shall provide protection against loss or damage by fire and other perils normally covered by the standard "All Risk" Endorsement. The type and extent of insurance shall be in the sole discretion of the Board of Directors. The Association shall be responsible for repairs and replacements of the Townhome roofs if the damage is caused by acts of nature including but not limited to storms, wind, hail or other such events; however, the Owner shall be responsible for the repair of the roof including replacement due to normal wear and tear. The Association's responsibility for the roof is limited by its general fire and casualty insurance coverage. The Association shall not be responsible for damages caused by the negligence, recklessness or intentional acts of others.

Section 5. An Owner shall not have the right to paint, repair, maintain, or otherwise change or alter the exterior portion of any building until obtaining written approval pursuant to Article VII (Architectural Control).

Section 6. The Association shall provide termite treatment for the outside of Buildings if termites are detected. The Association will also provide a quarterly application of granules around the perimeter of the Buildings for pest control. Any damage or treatment required for the inside of the Unit shall be the responsibility of the Owner.

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The undersigned Board of Directors confirms and certified that an election was duly held at CCC Rec.Center on November 11, 2019, at 7:00 P.M., a.m./p.m. after having provided notice to all Lot/Townhouse Owners of said meeting and the subject of the vote on this Second Amendment to the Restated Declaration of Covenants, Conditions and Restrictions. The ballots were counted and the count is as follows:

Yes: 68 votes
 No.: 0 votes

IN WITNESS WHEREOF, the undersigned have caused Second Amendment to the Restated Declaration of Covenants, Conditions and Restrictions to be executed in its behalf.

CHATEAU COUNTRY CLUB TOWNHOMES ASSOCIATION

By: *Jeff Moriarty*
 Jeff Moriarty, Director

By: *Les Hager*
 Les Hager, Director

By: *John C. Anderson*
 John Anderson, Director