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

SEP 27 2000

RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF CHATEAU COUNTRY CLUB TOWNHOMES
(NOT A CONDOMINIUM)

By Barbara J. Hall
Time 4:21 pm

THIS RESTATED DECLARATION, is made this 21st day of September, 2000, by The Board of Directors of Chateau Country Club Townhomes Association.

WITNESSETH:

WHEREAS, Article XII Section 3 of the Declaration of Covenants, Conditions and Restrictions of Chateau Country Club Townhomes dated December 19, 1986, recorded in Book 1125 page 989 provides that the Owners may amend said Declaration by an instrument signed by not less than sixty-five percent (65%) of the Owners, and

WHEREAS, the owners of property in: Chateau Country Club Townhomes have reviewed and approved this restatement as indicated by the attached signatures.

NOW THEREFORE, the Board of Directors hereby declares the following:

The property described in this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting and enhancing the value and desirability of, and which shall run with and encumber the real property above described and any additions thereto, and be binding on all parties having any right, title, or interest in the above described land or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owners thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to CHATEAU COUNTRY CLUB TOWNHOMES ASSOCIATION, a Missouri not for profit corporation, its successors, and assigns.

Section 2. "Owner" shall mean and refer to 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 an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that real property hereinbefore described, and any lot therein.

Section 4. Common Elements Included in the Common Elements of the project are:

(a) The property, excepting the Lots, and including without limitation all easements appurtenant, open parking areas, access ways, walkways, sidewalks, play areas, gardens, lawns, landscaped and planting areas; and yards, but excepting the lots as per the Plat of Chateau Country Club Townhomes Phase One.

(b) All apparatus and installations, now or hereafter, erected and intended for common use;

(c) Any auxiliary buildings, parks, swimming pools, if any, recreation buildings, if any, and any other structures which may, at any time, be erected on the Property or not constituting a residential townhome.

(d) All other appurtenances not herein specifically designated;

(e) Notwithstanding anything heretofore set forth in this section, Common Elements shall not include any item that solely serves a particular Unit (except gutters and downspouts) including, but not limited to plumbing, wiring, hot water heaters, furnaces, air conditioning equipment and exhaust fans, and the responsibility of maintaining, repairing, and replacing any such item, except gutters and downspouts, shall be the sole responsibility of the particular Owner receiving the sole service of such item. However, the Common Elements shall include all parking spaces and patios which are not part of individual Lots but which are assigned to individual Units pursuant to the article entitled "PARKING", and the Association shall be responsible for maintaining, repairing, and replacing such parking spaces and patios. To the extent that any of the aforementioned items, except parking spaces and patios, are covered by an insurance policy carried by the Association, the relevant Owner or Owners shall be responsible for the payment of the deductible amount under said policy, and the Association shall apply the policy's proceeds to any repair or replacement.

(f) The definition of "Common Elements" is for purposes of this declaration only and "Common Elements"

shall not be construed according to the Uniform Condominium Act of Missouri, Mo. Rev. Stat. Sections 448.1-101 - .4-120 (Supp. 1984)

(g) The fee title to any lot bounded by any common property or common elements which has not been dedicated or accepted by the public and the fee title to any lot shown on any plat of Chateau Country Club Townhomes, all stages as abutting upon any common element or common property shall not extend upon common property or common element and the fee title to such common element is reserved to the Association for the common use of all owners of lots subject to easements thereon as set out on the plats of Chateau Country Club Townhomes.

Section 5. "Recreation Facilities" shall include those facilities, if any, which may be built or maintained for recreational purposes, including but not limited to, swimming pools, tennis courts, or recreational buildings for the use of, lot owners and the occupants of a lot. These recreational facilities include, but are not limited to the recreational facilities owned and operated by Chateau Recreational Facilities, a Missouri not-for-profit corporation.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which contains a legal boundary of the individual Lot and describes the portion of the Properties upon which a single Unit, is intended to be located and is expected to have a boundary defined by the limits the front exterior surface of the building, the outside sidewall of an end Unit, and the centerline of any party walls forming the outside perimeter of the Unit, or as otherwise described as a Lot by the plat. Each lot shall have an easement on the Common Element for roof and porch overhang, but only to the extent reflected on the plat.

Section 7. "Unit" shall mean the portion of any building or improvement located on any Lot forming a functional dwelling Unit to be used as a personal residence, and shall include all of the floors, ceilings, balconies, doors, roofs, walls, mechanical systems (heating and air conditioning systems, plumbing, electric, and gas systems), windows, foundation, and the portion of all party walls adjacent to such Unit to the centerline of such party wall, but shall not include the gutters and downspouts. A Unit becomes a Unit upon completion of its

construction and not upon recording of the plat designating the lot boundaries.

ARTICLE II
PROPERTY RIGHTS

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Section 1. Ownership of Common Elements. Fee simple title to the Common Elements or parts of them will from time to time be conveyed by the Developer to the Association by separate conveyance be described by metes and bounds, or by reference to this instrument as the "Common Elements" of Chateau Country Club or by any other means of description that the Developer may choose, including a plat. The title to each plat of the Common Elements so conveyed by express grant or by plat dedication shall be vested in the Association, or its successors or assigns under this instrument.

Section 2. Owners' Easements of Enjoyment. Every Owner shall be a member of the Chateau Country Club Townhomes Association. Subject to the provisions of this Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to paying the annual assessments, as provided for under the article entitled "Covenant for Maintenance Assessments", and the following provisions:

(a) the right of the Association to assess reasonable annual, semi-annual, quarterly or monthly dues, assessments or fees for the use of any Recreation Facility whether or not situated on the Common Elements, and whether or not owned by the Association.

(b) the right of the Association to suspend the voting rights and right to use the Recreation Facilities by an Owner, his or their guests, tenants, or invitees for any period during which any assessment against him or them remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the use restrictions contained herein, the By-laws of the Association, or any of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Elements to any institution, trustee, agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Board of Directors of the Association. No

such dedication or transfer shall be effective unless a simple majority of all voting members of every class of the Association agree to such dedication or transfer at a duly authorized meeting.

(d) All owners and their guests, tenants and invitees shall strictly comply with any use restrictions, rules and regulations or By-laws contained in or promulgated in accordance with this Declaration or the By-laws of the Association.

(e) the right of the individual Owners to the exclusive use of designated parking spaces as provided in the article entitled "PARKING".

Section 3. Unit Owner's Easements of Enjoyment. Every owner of a unit of the Chateau Country Club Townhomes shall have a right and easement of enjoyment in and to the Recreation Facilities and the Common Elements.

Section 4. Encroachment. Through construction, settlement, or shifting of any building, should any part of any building encroach upon any part of the Common Elements or upon any other Lot, perpetual easements for the maintenance of such encroachments and for the use of the space required thereby, are hereby established and shall exist for the benefit of the Owners thereof; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner. All easements and rights herein established shall run with the land and inure to the benefit of, and be binding upon any Owner, purchaser, mortgagee, or other person having an interest in any portion of the properties.

Section 5. Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association, its successors, and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. Should it be necessary to enter a Unit or Lot in order to maintain, service, improve, repair, or replace any Common Elements, employees, agents, and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association. The Association shall specifically have the authority to enter any Unit or Lot, for the purposes of repairing, maintaining, servicing, improving, or replacing the roof, pipes, and wires within any Unit or Lot which services another Unit or Lot. Nothing in this subsection shall be construed to require the

Association to maintain, repair, or replace anything which serves only one unit.

Section 6. Streets. All streets within Chateau Country Club Townhomes became de facto streets as of March 4, 1997.

Section 7. Personal Residence. Each Unit shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. A "single family" residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot.

Section 2. Each owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for any purpose approved by the Association, such assessments to be established and collected as hereinafter provided, (3) an assessment for the maintenance and operation of the recreational facilities available to the unit owners. Any delinquent annual and special assessments, together with interest, costs, penalty of Five Dollars (\$5.00) per day, and reasonable attorney's fees, shall be a charge on the unit and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest, costs, penalty of Five Dollars (\$5.00) per day and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the unit Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used generally to promote the recreation, health, safety, and welfare of the Owners and may be used for the improvement and maintenance of the Common Elements and the exterior of all buildings; for those items mentioned in Article V, for the cost of all insurance carried by the Association as set out in Section No. Eleven (11) of this Article, for the provision of utilities in the Common Elements, for the administrative and management costs of the Association, for legal, accounting, and auditing fees of the Association, and to build the reserves of the Association; for the payment of the City of St. Charles cash flow operating losses incurred in the operation of the sewage treatment plat serving the property as a result of an agreement identified in City of St. Charles Ordinance No. 84-59.

Section 3. Establishment of Assessment.

(A) Each year, on or before the end of March the Board of Directors of the Association shall provide, to each member of the Association, a copy of a proposed annual budget for the next succeeding fiscal year in which is estimated: (i) individual items of expenditure, (ii) a total amount of assessment necessary to pay the cost of carrying out the Association's duties, and (iii) a reasonable amount considered by the Board of Directors of the Association to be necessary for contingencies, all sufficiently detailed to reasonably inform the members, (iv) an amount to provide for each unit owner's use of the recreational facilities available to the unit owner by reason of being a unit owner.

(B) The Board of Directors shall also set a date for a general meeting of the membership, to take place during the month of February, and shall include a notice of the meeting to be delivered with the proposed budget to each member of the Association. The purpose of the meeting will be for the Board of Directors to explain the proposed budget to the membership. Each item of the budget shall be discussed and the members shall be given the opportunity to ask questions or request further explanation of such items.

(C) On or before the 1st day of March, the membership may request by petition signed by sixty percent (60%) of the unit owners entitled to vote, a general meeting of the membership of the Association to re-consider the proposed budget. Upon receipt of such request, the Board of Directors

shall schedule such meeting, during May, and shall notify each member, in writing, of the time of such meeting and the purpose therefor.

(D) At the meeting held to re-consider the budget, any number of members present shall constitute a quorum. The Board of Directors shall discuss and the members of the Association shall have the opportunity to ask questions about each item of the proposed budget. After the discussion on each item, that item shall be submitted to a vote of the members and shall be considered approved by a simple majority of the members. After all items in the proposed budget have been discussed and voted upon, the Board shall accept for discussion proposals for additional items of expenditure from the members of the Association. These items shall be discussed and voted upon as provided hereinabove. Any such proposals accepted by a majority vote of the members of the Association present and voting thereon shall be added to and become part of the budget for the next succeeding fiscal year.

(E) The final budget for the Association for the next succeeding calendar year shall be composed either (i) of the aggregate of those items approved by a majority of the members of the Association present and voting thereon at such meeting as provided for by Section C and D, or (ii) the original budget proposed by the Board of Directors and presented to the members under Section B hereof with the approval of a majority of the members of the Association present and voting thereon.

(F) On or before the 2nd day of January each year, the Board of Directors of the Association shall notify each unit Owner subject to assessment, in writing, of the amount of the estimate established pursuant to subparagraphs (B) or (C) and (D) hereof, if different from the preceding annual assessment. The estimate shall be divided by the total number of Owners subject to assessment, and the result shall constitute the next annual assessment for each Owner.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may with the approval of a simple majority of the members of the Association present and voting thereon levy, in any assessment year, a special assessment for any purpose whatsoever, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association present and voting thereon or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section Four. Written notices of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) for the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and shall be collected on a monthly basis, or for such other period as may be determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on a monthly basis with respect to any Owner on the first month following the recordation of the deed from by which the Lot is transferred to the Owner. The monthly due dates shall be established by the Board of Directors. The Association shall, upon demand, and or a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the statutory rate of interest, plus a penalty fee of Five Dollars (\$5.00) per day subsequent to a ten (10) non-payment day grace period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. All costs of court and attorneys fees incurred by the Association shall be assessed against the Owner. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. If an Owner does not pay a monthly installment of the annual assessment by 5:00 p.m. on the fifteen day of the month after the month in which the installment was due, the Board may, at its option, declare any remaining balance of the annual assessment for the year to be

due and payable and take any and all action necessary to collect the same.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or relieve the Owner's Lot from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

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 roofs, gutters, downspouts, exterior building surfaces, including patio walls, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces of exterior doors, garage doors, and windows. The Association shall have the power to contract with Chateau Country Club Owners Association, a not for profit corporation, for the provision of all exterior maintenance of any unit, building, or Common Element.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner shall not have the right to paint, repair, maintain, or otherwise cover the exterior portion of the building on any Lot including, but not limited to exterior doors.

ARTICLE VI

PARKING

Each townhome unit which does not have parking for one (1) car shall be assigned space so that the Owner of the unit has a parking space. All parking spaces which are not assigned for the exclusive use of an Owner shall be open for the use of any other Owner or his guests.

ARCHITECTURAL CONTROL

Section 1. Applicability. The following provisions shall apply exclusively to Owners.

Section 2. Additions, Changes, or Alternations. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made 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. In the event the Board of Directors, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully.

Section 3. Fees for Review. The Board of Directors of the Association may establish a reasonable fee not to exceed one hundred twenty-five (\$125.00) Dollars for review of any proposed changes.

Section 4. Guidelines. The Board of Directors of the Association may adopt reasonable guidelines to facilitate the review of proposed changes.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and 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 cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other

Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use thereof. Any such use shall be without prejudice to the right of any of those Owners to call for a larger contribution from the others under any rule of law which provides for liability for negligent or willful acts or omissions.

To the extent that any of the aforementioned items are covered by an insurance policy carried by the Association, the relevant Owner or Owners shall be responsible for the payment for the deductible amount under that policy, and the Association shall apply the policy's proceeds to any repair or replacement.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding on all parties to the arbitration.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Uses. Only one attached single family-dwelling shall be erected on any Lot. No use shall be made of any Lot or Unit except as is incidental to the occupation thereof for residence purposes by one private family residing in an attached single family-dwelling.

Section 2. Fences. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the Properties unless approved by the Board of Directors of the Association.

Section 3. No Commercial Activities. No commercial activity of any kind shall be conducted on any Lot or in any dwelling or garage.

Section 4. Livestock. No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock, or animals of any

kind, other than house pets weighing less than ten (10) pounds (except house pets with vicious propensities), shall be brought onto or kept on any Lot or in any dwelling; and no more than a total of two dogs, cats or other such house pets may be kept or maintained on any Lot or in any Unit.

Section 5. Parking of Motor Vehicles, Boats, and Trailers. No trucks, or commercial vehicles, boats, house trailers, boat trailers, recreational vehicles, and trailers of every other description shall be permitted to be parked or to be stored on any Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, deliver, or other commercial services.

Section 6. Laundry Poles. No permanent poles for attaching wires or lines for the purpose of hanging laundry thereon shall be erected, installed, or constructed on any Lot.

Section 7. Antennas. No outside radio, television, or satellite antenna shall be erected, installed, or constructed on the Properties, without the written consent of the Board of Directors of the Association.

Section 8. Fuel Tanks. No fuel tank or container of any nature shall be placed, erected, installed, or constructed on any Lot, unless approved in writing by the Board of Directors of the Association.

Section 9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 10. Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot, may bear a "For Sale" sign which must be placed only in any front window of the unit, and may not be placed on any Common Element or the exterior of any building.

Section 11. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. Dumping of Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or

other waste. All rubbish, trash or garbage of unit owners shall be kept in a clean and sanitary condition.

Section 13. Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

Section 14. Water Supply. No individual water supply system shall be permitted on any Lot.

Section 15. Utility easements. Easements for installation of maintenance utilities and drainage facilities are reserved to the Association as shown on recorded plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any easement area of any Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All areas not constituting a part of a Lot is an easement for public utilities.

Section 16. Care and Appearance of Premises. The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Chateau Country Club Townhomes Association shall have the right upon twenty (20) days notice to the Owner of the Lot involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner, at the expense of the Owner, to remove trash or rubbish, and to cut grass, Weeds, and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Board of Directors Association, by reason of its location, or height to which it is permitted to grow is detrimental to adjoining property or is unattractive in appearance. The Board of Directors of the Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds, and rubbish therefrom and to do any and all things necessary or

desirable in the opinion of the Board of Directors of the Association to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property effected, equal in priority to the lien provided for in the Article entitled "Covenant for Maintenance Assessments", and enforceable in the same manner as "Maintenance Assessments."

Section 17. General Plan. All of the foregoing restrictions are intended to constitute a general plan for the benefit of and be enforceable by all present and future owners of or parties interested in any of the Lots of Chateau Country Club Townhomes or any part thereof and their heirs and assigns as well as by the Association.

ARTICLE X

RECREATIONAL FACILITIES

Section 1. Recreational Facilities. Developer has caused certain recreational facilities to be constructed on land adjacent to both Chateau Country Club Townhomes and Chateau Country Club Condominium. These recreational facilities are intended to be operated by CHATEAU RECREATIONAL FACILITIES, a Missouri non-for-profit corporation, a non-membership corporation having a Board of Directors consisting of unit owners in Chateau Country Club Condominium and lot owners of both Chateau Country Club Condominium and Chateau Country Club Townhomes who are not delinquent in any assessments to their respective associations shall have equal access to, and use of the aforesaid recreational facilities of Chateau Recreational Facilities, a Missouri not-for-profit corporation. Therefore, each lot and unit in both Chateau Country Club Townhomes and Chateau Country Club Condominium shall as a part of their respective lot or unit owners association assessments, shall and must include in each unit or lot such assessment an amount, which shall be the same irrespective of the size of the unit or lot and sufficient for the operational and maintenance of the recreational facilities owned and operated by Chateau Recreational Facilities, a Missouri not-for-profit corporation. Such portion of each lot or unit owners periodic assessment for the operation and maintenance of said recreational facilities shall be as determined by the Board of Directors of Chateau Recreational Facilities, a Missouri not-for-profit corporation.

Section 2. Assessments for Recreational Facilities Operation and Maintenance. The Board of Directors of Chateau Country Club Townhomes shall not less frequent than annually assess and collect from each townhome lot owner the amount required from each lot owner as established by the Board of Directors of Chateau Recreational Facilities, a Missouri not-for-profit corporation, for the operation and maintenance of such recreational facilities. Such assessment from each Chateau Country Club Townhomes unit owner shall be a part of the unit owners assessments established by Article IV of this Declaration, and lienable and collectable according to the provisions of said Article IV.

Section 3. Uniformity of Recreational Facility Portion of Lot Owners Periodic Assessment. The Board of Directors of the association must include each lots pro rata share of the cost of operation and maintenance of the recreational facilities operated by Chateau Recreational Facilities, a Missouri not-for-profit corporation, as demanded by the Board of Directors of Chateau Recreational Facilities, a Missouri not-for-profit corporation. That part of any lot owners assessment for the operation and maintenance of the aforementioned recreational facilities must be uniform among lot owners regardless of the size of the condominium unit or townhome lot; in addition such portion of any lot owners assessment shall be no greater or no less than that portion of a Chateau Country Club Condominium unit owners assessment for the same purpose.

Section 4. Transfer of Funds to Chateau Recreational Facilities, a Missouri not-for-profit corporation. Not less frequently than monthly, the Board of Directors of Chateau Country Club Townhomes Association shall transmit to the Treasurer of Chateau Recreational Facilities, a Missouri not-for-profit corporation that portion of the lot owners assessment attributable to the operation and maintenance of said corporation's recreational facilities, collected since the prior disbursement.

Section 5. Definition of "Operation and Maintenance." As used in this Article the term operation and maintenance includes, but is not limited to appropriate reserves deemed necessary by the Board of Directors of Chateau Recreational Facilities, a Missouri not-for-profit corporation.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such action instituted by the Association, acting through its Board of Directors, exclusively, the prevailing party shall have the right to collect reasonable attorneys fees and if the Association is the prevailing party it shall also have the right to recover costs of suit.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for three consecutive extensions. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-five percent (65%) of the Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the President of the Board of Directors of Chateau Country Club Townhome Association herein, has hereunto set his hand and seal this 21st day of SEPTEMBER, 2000.

BOARD OF DIRECTORS OF CHATEAU
COUNTRY CLUB TOWNHOMES ASSOCIATION

a Missouri corporation

BY:

Herman Elmore

Herman Elmore, President

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

BOOK 2445 PAGE 2146

On this 21st day of September, 2000, before me appeared Herman Elmore, to me personally known, who being by me duly sworn, did say that he is the President of Chateau Country Club Townhomes Association, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

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

Judith A. Richardson
Notary Public

My commission expires:

JUDITH A. RICHARDSON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Aug. 12, 2002

FOURTH AMENDMENT TO

RESTATED

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CHATEAU COUNTRY CLUB TOWNHOMES
(NOT A CONDOMINIUM)

THIS FOURTH AMENDMENT, is made this 25 day of
OCT., 2004, by The Board of Directors of Chateau Country
Club Townhomes Association.

WITNESSETH:

WHEREAS, Article XI Section 3 of the Restated Declaration
of Covenants, Conditions and Restrictions of Chateau Country
Club Townhomes dated September 21, 2000, recorded in Book 2445
page 2129 provides that the Owners may amend said Declaration by
an instrument signed by not less that sixty-five percent (65%)
of the owners, and

WHEREAS, the owners of property in Chateau Country Club
Townhomes have reviewed and approved these amendments as
indicated by the attached signatures.

NOW THEREFORE, in consideration of the premises and the
mutual promises, covenants and agreement of not less than sixty-
five percent (65%) of the owners, the Board of Directors hereby
declares the Declaration amended as follows:

Article V (EXTERIOR MAINTENANCE) is deleted in its entirety
and amended to read as follows:

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 assesment 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. Such exterior maintenance shall not include glass surfaces of exterior doors, skylights, garage doors, and windows, nor shall it include replacement of roofs. Each Lot contains a separate unit which is titled to the Owner and it is the Owner's responsibility to carry insurance for damage to the Owner's property.

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 the Owner's.

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. In the event that the need for maintenance or repair is caused either by acts of nature (such as storms or hail) or by the willful or negligent act of the Owner, the Owner's family, guests, or invitees, then the cost of such maintenance or repairs shall be the responsibility of the Homeowner.

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 the 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 Units will be the responsibility of the Owner.

BOARD OF DIRECTORS OF CHATEAU
COUNTRY CLUB TOWNHOMES ASSOCIATION

a Missouri Corporation

BY: Herman Elmore
Herman Elmore, President

Pages with names and signatures omitted for privacy reasons