

RECORDING MEMORANDUM

Instrument: Third Amendment to Restated Declaration of Covenants, Conditions, and Restrictions of Chateau Country Club Townhomes

Grantor: Chateau Country Club Townhomes Association
c/o Community Managers Associates, Inc.
14323 S. Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Grantee: Chateau Country Club Townhomes Association
c/o Community Managers Associates, Inc.
14323 S. Outer Forty Road, Ste. 301N
Chesterfield, MO 63017

Date: NOV 19, 2021

Legal Description: See Exhibit A, which is attached hereto and incorporated herein by reference

County: St. Charles County, Missouri

Reference: Book 2445, Page 2129

Return To: Sandberg Phoenix & The Community Association Lawyers
600 Washington Ave., 15th Floor
St. Louis, MO 63101
(314) 231-3332

This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**THIRD AMENDMENT TO RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF CHATEAU COUNTRY CLUB TOWNHOMES**

THIS AMENDMENT to the Restated Declaration of Covenants, Conditions, and Restrictions of Chateau Country Club Townhomes is made and entered into as of this 19 day of NOV, 2021 by Chateau Country Club Townhomes Association.

WHEREAS, Chateau Country Club Townhomes ("Subdivision") exists by virtue of the "Restated Declaration of Covenants, Conditions, and Restrictions of Chateau Country Club Townhomes" as recorded on September 27, 2000 in Book 2445, Page 2129 in the records of St. Charles County, Missouri, as amended ("Declaration"); and

WHEREAS, pursuant to Section 3 of Article XI of the Declaration, the Owners are authorized to amend the Declaration by approval of a majority of all the Owners; and

WHEREAS, the Owners desire to adopt contemporary and new provisions related to leasing, lien priority, virtual meetings, insurance, pets, borrowing, maintenance obligations, and updating process for future amendments; and

WHEREAS, this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Declaration is amended as follows:

A. *A new Section 8 of Article II of the Declaration related to Leasing is inserted to read as follows:*

"Section 2.8 Leasing. The Association deems it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots and Units are occupied predominantly by the Owners. Accordingly, the purpose of this Article is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by prohibiting future owners from being able to lease and adopting reasonable regulations if a Lot is authorized to lease.

(a) Definitions. For purposes of this Section:

i. **"Direct Family Member"** means children, parent, grandchildren, grandparent, caregiver, in-laws, stepchildren, or siblings of the Owner.

ii. **"Governing Documents"** means the Declaration, Articles of Incorporation of the Association, the Association's By-Laws, rules and regulations of the Association as well as any applicable ordinance, statute, law or regulation.

iii. **"Lease"** means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Lot.

iv. **“Owner-Occupied”** means that the resident of the Lot is the record Owner, his or her siblings, parents, children, grandchildren, grandparents (and their families). In the event the Lot is owned by a trust, the Lot shall be deemed to be owner-occupied if the Lot is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Lot is occupied by the spouse or direct family member of the grantor of the trust.

(b) Restriction on Leasing. An Owner that acquires an ownership interest in a Lot after ninety (90) days after recording of this Amendment shall be prohibited from leasing the Lot.

The Board may waive the limitation on leasing in this subsection (b) for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, economic or market conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the Owner and the Board. In the event a waiver is granted, the Owner may lease the Unit for the term granted in accordance with the regulations in Section 2.8(c) below.

(c) Lease Regulations. Any lease permitted under this Article and executed or renewed on or after the Effective Date shall be evidenced by a written lease agreement (“Lease”) and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section. A Lot shall not be deemed leased if the Lot is occupied by a Direct Family Member.

i. **Copy of Lease.** The Owner shall furnish to the Board, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Association (“Addendum”), as well as the names and contact information of the tenant and all occupants. The Lease shall comply with the Governing Documents.

ii. **Persons Subject to Governing Documents.** The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Governing Documents.

iii. **Term of Lease.** The Lease shall have an initial term of at least six (6) but not more than twelve (12) months. Any renewal or extension of the Lease, and any sublease of the Lot or assignment of the Lease, shall be in writing and a copy submitted to the Board at least ten (10) days prior to its commencement date. Further, any lease renewal or extension may not exceed twelve (12) months at a time.

iv. **Short Term Rentals.** No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb®, VRBO® or their functional equivalent. Not less than the entire Lot may be leased. If a lease is voluntarily terminated within 90 days of commencement, the Lot may not be leased for 90 days after the date of termination.

v. **Certification.** The Owner certifies that he/she obtained a background

check and provided a copy of the Governing Documents to tenant, and tenant certifies that he/she received said Documents, prior to signing the Lease.

vi. Assignment of Rights. The Owner assigns to tenant all rights and privileges related to occupancy of the Lot. The Owner retains the right to vote, the duty to pay assessments, fines and other charges by the Association, and the obligation to maintain the Lot and carry a personal insurance policy on the Lot.

(d) No Time-Share. No Lot may be conveyed under a time-sharing plan or functional equivalent. For purposes of this Section, a time-sharing plan shall include any ownership interest in a legal entity that is owner of a Lot whereby the different owners of the legal entity share or divide time for purposes of occupancy of the Lot.

(e) Rulemaking. The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Section.

(f) Reasonable Restraint on Alienation. The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of Lots, which shall continue to be used for single-family residential purposes.

(g) Enforcement. The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to Owner) of the Governing Documents, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Governing Documents. In the event the Owner fails to pay any assessment and related charges and fees for 60 days or more, the Board, upon written notice, may direct the tenant to pay rent directly to the Board which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner."

B. A new Section 3 of Article III of the Declaration related to Virtual Meeting and Voting is inserted to read as follows:

"Section 3.3 Virtual Meetings and Voting. The Association may utilize an online platform to conduct a meeting of the Members and for Owners to cast a ballot on any question to be determined by the Owners; provided, however, the Association may not compel the use of such an online platform. Any vote cast via such an online platform shall be deemed present for the purposes of determination of quorum."

C. Section 9 of Article IV of the Declaration related to lien priority is deleted in its entirety and a new Section 9 of Article IV of the Declaration related to the same subject is inserted to read as follows:

“Section 9.9 Priority of Liens. In addition to each Owner’s personal liability under Section 1 of this Article IV, the Association has a lien against a Lot for any assessment or fine from the time the assessment or fine becomes due, including all fees and charges.

Prior to the Effective Date of this Amendment, a lien in favor of the Association shall have the same priority as under the original/unamended Section 9 of the Declaration. For any liens executed after the Effective Date of this Amendment, a lien in favor of the Association is prior to all other liens and encumbrances on a Lot (including any mortgage or deed of trust) except for liens for real estate taxes and other governmental assessments or charges against the Lot. The lien is not subject to the provisions of Mo. Rev. Stat. §513.475 (2000)(homestead exemption).

The Association’s lien for unpaid assessments and other charges shall be deemed perfected upon the Effective Date of this Amendment. A notice of the Association’s lien, in the Board’s discretion, may be recorded in the records of St. Charles County, Missouri.

The Association’s lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Mo. Rev. Stat. §§ 443.290 to 443.440 (2010). In the case of any foreclosure of the Association’s lien, the Association may give notice of its action to each lien holder whose interest would be affected.

This Section shall not impair, hinder, or otherwise prevent the transfer of a Lot pursuant to a security interest including a deed in lieu of foreclosure. Such conveyance shall not relieve such owner from liability for any obligation to pay monies owed to the Association.”

D. A new Section 10 of Article IV related to Borrowing is inserted to read as follows:

4.3 Borrowing. The Association is authorized to borrow funds to carry out the Association’s purposes, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments), provided that the same process is used in adoption of the Association’s rate of assessments in Section 3 of this Article IV.

E. Article V of the Declaration related to Maintenance is deleted in its entirety and a new Article V of the Declaration related to the same subject is inserted to read as follows:

**“ARTICLE V
MAINTENANCE RESPONSIBILITIES**

Effective maintenance, repair and replacement of the improvements in the Subdivision are vital to preserving an attractive appearance and property values in the community. The provisions of this Article allocate the responsibilities for maintenance, repair and replacement to the Association and the individual Owners.

5.1 Association. The Association, as a Common Expense and based on the Board's business judgment as to the type, cost, and schedule, shall be responsible for the following:

(a) Common Ground. Maintenance, repair and replacement of all improvements on Common Ground, including retention basin or other stormwater management components; and

(b) Lots and Residences. Maintenance, repair and replacement of certain exterior components as designated as the Association obligation provided in the attachment marked Exhibit B, Maintenance Chart, which is incorporated herein by reference.

(c) Termites. The Association shall be responsible for preventive termite treatments including quarterly treatments outside of each Building as defined in the Declaration. Any damages caused by termites to the Building shall be repaired and restored consistent with this Article V or, if applicable, Article XII of this Declaration.

(d) Drainage. The Association shall not be liable for damages to a Unit caused by storm water runoff or hydrostatic pressure; provided, however, the Board may make alterations to adjacent areas to assist with drainage of water to reduce the likelihood of water infiltration into any basements or Units.

(e) Snow Removal. The Association shall provide snow removal; provided, however, the Board has broad discretion in determining reasonable conditions upon which such snow and ice removal services would be, and would not be, performed.

5.2 Owner Responsibilities. Each Owner, at his or her own expense, shall be responsible for all portions of the Lot and Unit not expressly the Association's responsibility in Section 5.1 including his or her respective Lot, Unit and improvements, including all utilities and lateral sewer lines. The Owner's responsibility under this Section 5.2 shall apply regardless of whether the need for maintenance, repair or replacement would be an insurable loss.

5.3 Negligence. In the event that the need for maintenance, repair or replacement of a Unit or other improvements on the Lot is caused by the willful or negligent act(s) of its Owner, or through the willful or negligent act(s) of the family, guests, invitees of the Owner of the Lot needing such maintenance, repair or replacement, the cost shall be charged to the Lot and be collectible in the same manner as unpaid assessments.

5.4 Owner Failure to Maintain. In the event an Owner shall fail to maintain the premises and improvements situated thereon as provided in Section 5.2 in a manner satisfactory to the Board, the Board shall have the right and easement, through its agents and employees, to enter upon said Lot and to repair, maintain, replace, restore and landscape said Lot and the exterior of the Residence and any other improvements erected thereon. The cost of such exterior maintenance shall be charged to the Lot and be collectible in the same manner as unpaid assessments.

5.5 No Alterations. No Owner shall perform maintenance, repairs or replacements or make any improvements to any Lot or to do any landscaping on any Lot which would alter the uniform appearances of the Buildings, without first complying with the provisions of Article VII (Architectural Control) of the Declaration. No substantial changes such as room additions, storage sheds or any other detached structure are permitted.

5.6 Definition. For purposes of this Article, "Common Ground" means those portions of the Subdivision except for the Lots, which is defined in Section 6 of Article I of this Declaration."

F. Section 4 of Article IX of the Declaration related to Pets is deleted in its entirety and a new Section 4 of Article IX related to the same subject is inserted to read as follows:

9.4 Pets. Residents with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision. This includes the requirement that the pet be kept pet leash in-hand when outside of a Residence and the Resident properly disposed of the pet's waste.

(a) Permitted Animals. No such pet shall have vicious propensities, be venomous, dangerous, or unreasonably disruptive. A Resident may only keep animals permitted by applicable ordinance; provided, however, prohibited animals include cattle, livestock, chickens, pigs and goats as well as those prohibited by any applicable law or ordinance. Further, no Lot shall have more animals than permitted by any applicable law or ordinance.

(b) Structures and Damages. No structure or enclosure for a pet shall be kept outside of a Residence. The Owner shall be responsible for any damage to any persons or property caused by a pet kept on his or her Lot.

(c) Service Animal. A service animal for an Owner having a disability under the federal Fair Housing Amendments Act of 1988 or the Missouri Human Rights Act shall not be a pet under this Section.

(d) Limitation of Liability. The Association shall not be liable for injury or damage to persons or personal property caused by a pet, service animal, or any other animal even if such pet was not permitted under this Section.

(e) Pets on Effective Date. Any animal kept by a Resident on the Effective Date that does not comply with this Section shall not be considered a violation; provided, however, that after such non-complying animal dies or is removed from the Subdivision, the Resident shall strictly comply with the provisions of this Section.

G. Section 3 of Article XI of the Declaration related to Amendments is deleted in its entirety and a new Section 3 of Article XI of the Declaration related to the same subject is inserted to read as follows:

“Section 11.3. Amendment. This Declaration shall run with and bind the land and may be amended with substantial compliance with the following process: One, the Association shall send a copy of the proposed amendment to each Owner subject to this Declaration with a ballot. Two, the Owner shall have a minimum of thirty days from the date the proposed amendment is sent to cast a ballot on the proposed amendment. Three, unless one-third of the votes in the Association reject the proposed amendment, the Amendment shall be deemed approved by the Owners.

Any amendment must be recorded, signed by the President, attested to by the Secretary, and certified by the President and Secretary as having been adopted by a majority of the Owners.

Except in the case of a taking of all the Subdivision by eminent domain, the Subdivision may be terminated or sold only by agreement of at least 80% of the Members in Good Standing. In the event of termination, fee simple title to the Common Areas (or Common Ground) shall remain vested in the Association until sold. None of the authority of the Association or Board shall be affected by such termination. No such agreement of termination or sale shall be effective unless made and recorded at least one year in advance of the effective date of such termination or sale, and unless written notice of the proposed agreement of termination or sale is sent to every Owner at least 90 days in advance of any action taken.”

H. A new Section 4 to Article XI of the Declaration related to certain types of claims against the Association is inserted to read as follows:

“Section 11.4. Claims Against the Association. Pursuant to Mo. Rev. Stat., Section 355.141, all claims against the Association and Board related to administration of the Association and the validity of any actions taken by the Association and the Board shall be derivative except for: (1) claims related to personal injuries, (2) claims related to damage to property, and (3) claims asserting that the Association improperly applied the Governing Documents of the Association as to that individual member.”

I. A new Article XII of the Declaration related to Insurance is inserted to read as follows:

ARTICLE XII **INSURANCE**

Section 12.1 Association Insurance. All insurance coverage obtained by the Board shall be written in the name of the Association as owner and beneficiary at such deductibles (if any) using the Board’s business judgment. Association shall, to the extent reasonably available and as a common expense of the Association, obtain and maintain insurance as follows:

(a) Common Ground. The Board, or its duly authorized agent, shall have the authority and shall obtain insurance on the Common Ground(s) for the appropriate needs

of the Subdivision. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from insurable hazards so long as such insurance is reasonably available.

Such insurance shall include coverage for irrigation, street lights, retaining walls, stone sign monument, and all other components in the Board's sole discretion, but need not include streets, curbing, walkways, driveways, or any other impervious surfaces.

(b) Unit. The Association shall maintain a Master Property Policy ("Master Policy") insuring the Units, decks, balconies, and excluding land. The Master Policy, except for wind and hail damage to roofs, shall (i) cover perils, as broadly as reasonably available, under coverage currently known as "special form" or "special causes of loss" and include earthquake, (ii) insure the covered property, including personal property owned by the Association, for the full insurable replacement cost based on periodic appraisals as may be obtained at the sole discretion of the Board, and (iii) cover the entire Unit, including all attached fixtures, systems, and finishes in the Unit at the time of a loss, regardless of when installed, but shall not cover the Owner's personal property in the Unit or elsewhere in the Property. Claims shall be adjusted pursuant to Section 12.3 below. Master Policy deductible(s) shall be allocated pursuant to Section 12.3(c) below.

(c) Liability. Liability insurance shall be provided in an amount determined by the Board but in no event less than \$1,000,000.00 for a single claim, covering all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Ground, and the activities of the Association. The managing agent, if any, shall be named as an additional insured.

(d) Limitations and Conditions. With respect to the liability insurance pursuant to Section 12.1(c) above, each Owner is an additional insured under the policy with respect to liability arising out of the interest of the Owner in the Common Ground or membership in the Association. With respect to the property insurance pursuant to Section 12.1(b) and liability insurance pursuant to Section 12.1(c): (1) the insurer waives the right to subrogation under the policy against an Owner or persons in his household, (2) an act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy, (3) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and (4) the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, except in the case of non-payment of premium in which case 10 days' notice is required.

(e) Fidelity Insurance. A blanket fidelity bond or insurance is required for anyone who either handles or is responsible for funds held or administered by the Association, including the managing agent (if any), whether or not he receives compensation for his services. The bond or insurance shall name the Association as obligee and it shall cover

the maximum funds that will be in the custody of the Association or the manager at any time while the bond or insurance is in force in the sum of at least three months' assessments plus reserve funds. The cost of premiums for such blanket bond or insurance shall be paid out of Association funds as a Common Expense.

(f) Directors' and Officers' Liability Insurance. The Association shall obtain and maintain directors' and officers' liability insurance covering all of the Directors, Officers and committee members of the Association, and the managing agent (if any), for claims of monetary damage and non-monetary relief, fair housing, and such other coverages as the Board shall deem reasonable, for administrative, judicial and alternative dispute resolution proceedings, in such limits as the Board may determine.

(g) Cyber Threats. The Association may obtain insurance coverage for Cyber Liability and Data Breach Response Services, including without limitation privacy notification and crisis management expenses, business interruption and direct property loss coverages. To foster protection of owner and resident information, the Association shall implement reasonable risk management practices to reduce the risk of cyber harms to the Association, including harms to owners and residents from malicious disclosure of Personally Identifiable Information. "Personally Identifiable Information" means any personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular owner or resident of the Association.

If the Association contracts with a third party to which the Association provides Personally Identifiable Information, the third party shall be required to obtain and maintain equivalent insurance and shall implement reasonable risk management practices appropriate to its type of business.

The Association shall not be liable for any loss, damage or harm to the Association, an owner or a resident caused by a data breach, malware, ransomware, phishing or computer fraud, funds transfer fraud or other malicious internet act unless due to the gross negligence or willful misconduct of the Association.

(h) Contribution. In no event shall the insurance coverage obtained and maintained by the Association's Board be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

12.2 Owner Policies. Each Owner, at his or her sole expense, is responsible for obtaining and maintaining sufficient insurance, commonly known as "HO-6," as the Owner deems necessary including:

(a) Property Insurance. To protect against perils as broadly as reasonably available under coverage currently known as "special form" or "special causes of loss and include earthquake, covering (a) the Owner's personal property and contents, (b) building coverage in the amount of the Association's deductibles and any co-payment under the Master Policy, additional living expenses in case the Unit becomes unable to be occupied

due to a loss, for casualty and earthquake policies, and (c) loss assessment coverage. Each Owner is responsible for the deductible on his own personal policy, regardless of cause of loss. In addition, each owner, at his or her sole discretion, is responsible to protect against flood or sewer backup. As provided in Section 12.3(v), the Association shall allocate the Master Policy deductible to the Lot(s) involved.

(b) Liability Insurance. Each Owner is responsible to maintain liability insurance for his premises. Each Owner may maintain such other insurance for his own benefit and to protect his interests, in his sole discretion. In the event an Owner fails or refuses to maintain insurance under this Section 12.2 or other provisions of this Article, the Owner shall be deemed to be self-insured and personally responsible for the loss. In no event shall the Association be liable for an Owner's failure to maintain any insurance for which the Owner is responsible.

(c) Adjustment of Losses. The Board shall adjust all losses covered by the Association's Master Policy. No Owner shall have the right to adjust a loss directly with the Association's Insurer, even for damage solely to his Lot and interior of the Unit. The Owner shall give the Association and its contractor reasonable access to his Lot and interior of the Unit to adjust and repair the Lot and Unit.

i. Interior of Unit. The Association, through its own agents and contractors, shall repair all damage, but may approve contractors hired by Owners for restoration of the interior of the Unit (drywall inwards into the Unit) if a firm written proposal is approved by the Board in advance. In the event an Owner shall employ his own contractor, the Board may pay the contractor directly, but only after the work has been inspected or certified that it is fully completed according to the allowed adjustment by the insurer, any required lien waivers are received, and the Owner signs any required release. If the Owner does not fully repair the interior of the Unit according to the insurer's allowed adjustment, any excess insurance funds will be held in trust until the work is fully completed.

ii. No Coverage Under Master Policy. If coverage is not available under the Master Property Policy (such as damage is below the Master Policy deductible), then the Unit shall be restored by the Owner under his or her property policy pursuant to Section 12.2(a) above so long as damage to the Unit is the result of an insurable event; if the Owner's insurance company denies the damage is the result of an insurable event, the Unit shall be restored pursuant to allocation of maintenance responsibilities as contained in the Declaration.

iii. Coverage Under Master Policy. If coverage is available under the Master Policy, the Association shall be responsible for restoration of the Unit. The Board has the sole discretion to determine whether a claim shall be submitted; however, the Association shall restore to the same extent as if a claim was submitted.

iv. Master Policy Deductible Amount. The Master Policy deductible shall be in such amount as the Board deem reasonable from time to time.

v. **Allocation of Master Policy Deductible and Co-Pay.** The Master Policy deductible (even if a claim is not submitted under Section 12.3(c)) or any co-pays, shall be levied against the Lots involved in the damage.

12.3 Reconstruction of Less Than All the Property. Any portion of the Unit that is damaged or destroyed must be restored or reconstructed by the Association or Owner as provided in Section 12.3 unless: (a) substantial damage has occurred and the Association, by approval of at least 80% of all the Owners, decide not to rebuild, and to terminate the Development, to release the Declaration from the records of St. Charles, Missouri, and to sell all the property. This action may be taken at a meeting called for said purpose or by mail ballot, or any combination of these methods. In the event of termination of the Development in connection with a decision not to rebuild, the Master Policy insurance proceeds of each Owner's policy shall first be applied to removal of all debris, and the balance of the proceeds shall be distributed to the Owners and interests as they may appear in the records of St. Charles, Missouri, (b) repair or replacement would be illegal under a state statute or local governmental ordinance governing health or safety; or (c) if upon request by an Owner of a damaged Unit, 80% of the Owners approve a resolution not to rebuild a Unit at a meeting called for said purpose or by mail ballot, or any combination of these methods. If the Owners vote not to rebuild one or more individual Unit, ownership of such Lot(s) shall be conveyed to the Association as Common Ground and all interests allocated to such Lot(s), including voting and share of assessments, shall be reallocated to all the other Lots as if the Lot had been condemned. The Association, acting through the Board, shall promptly prepare, execute and record an amendment to the Declaration and/or plat reflecting the reallocations. The Master Policy insurance proceeds shall first be applied to restoration of the party wall of the remaining Unit to a condition and appearance compatible with the remaining buildings based upon plans and specifications approved in writing by the Board, and then applied to removal of all debris and restoration of the site of the former Unit to an appearance approved by the Board, and the balance of the proceeds then distributed to the Owner, or (d) in the event of termination of the Subdivision in connection with a decision not to rebuild, the Master Policy insurance proceeds shall first be applied to removal of all debris, and the balance of the proceeds shall be distributed to the Owners.

12.4 Insufficient or Surplus Proceeds. With respect to Common Ground, any surplus insurance proceeds attributable to the Common Ground shall be retained by the Association and, in the event of insufficient proceeds, the cost of restoration or reconstruction of improvements shall be a Common Expense. With respect to a Unit, the cost of restoration or reconstruction in excess of insurance proceeds (including deductible) shall be the Owner's sole responsibility.

12.5 Mortgages. In the event a mortgagee endorsement has been issued as to a Lot, the share of that Owner shall be held in trust for the mortgagee and Owner, as the respective interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired and no mortgagee shall have any right to apply

or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and mortgagee pursuant to the provisions of this Declaration.

12.6 Conflicts & Definition. This Amendment expressly deletes Article XIII of the Association's By-Laws. For purposes of this Amendment "Common Ground" means those portions of the Subdivision except for the Lots, which is defined in Section 6 of Article I of this Declaration."

I. The Board of Directors is authorized to execute and record this Amendment upon its approval by the Owners and, their signatures below, certify that this amendment has been approved by the Owners in accordance with the Declaration.

J. This Amendment shall be effective upon the date of its recording with the Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Board of Directors of Chateau Country Club Townhomes Association hereby execute this Amendment on the day and year first above written.

This space is intentionally left blank with signatures to follow.

EXHIBIT A

**CHATEAU COUNTRY CLUB TOWNHOMES
LEGAL DESCRIPTION**

TO BE INSERTED IF ADOPTED.

EXHIBIT B

CHATEAU COUNTRY CLUB TOWNHOMES MAINTENANCE CHART

As provided in Section 5.1 of the Declaration, the Association is responsible only for those components as identified in this Maintenance Chart as being the responsibility of the Association with all other components within a Lot being the sole responsibility of the Owner at his or her own cost. For convenience, this Chart also identifies some of the most common components of the Lots and Units.

Description	Obligation to Maintain
Lawn, Trees, Bushes and other landscaping on Common Ground/Common Areas, and on Lots	Association
Exterior Siding, Trim, Fascia, Downspouts and Gutters	Association
Decks and Balconies	Association
Porches, Stoops, Walkways and Sideways (wood and concrete)	Association
Roofs (maintenance, repair, underlayment, flashing and vents, and insurance from wind/hail damage)	Owner
Roofs (in the event of damage from a casualty loss (including underlayment, flashing, and vents) unless such damage is caused by wind and/or hail)	Association
Exterior entrance doors and hardware	Owner
Windows and Skylights	Owner
Garage Doors and hardware	Owner
Exterior lighting	Owner
Retaining Walls (regardless of location)	Association
Courtyard Fences	Association
Utilities (pipes, wires, etc.) servicing their Residence regardless of location	Owner
Exterior Door Painting	Association
Mudjacking of any porch, stoop, walkway or sidewalk that solely services a Residence and is located within the Lot	Owner
Mudjacking of any porch, stoop, walkway or sidewalk that solely services a Residence and is located within the Common Ground	Association
Water-Proofing of Residence	Owner