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JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT DECLAC
GRANTOR HATHAWAY MANOR NORTH
TO SUBDIVISION PLATS 17 THRU 23
GRANTEE
PROPERTY DESCRIPTION: LOT OWNERS OF HATHAWAY MANOR NORTH SUBDIVISION PLATS 17 THRU 23

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number

00609

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 37 pages, (this page inclusive), was filed for record in my office on the 20 day of December 2010 at 02:36PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

SDW2
Deputy Recorder



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St. Louis County, Missouri

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HATHAWAY MANOR NORTH
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

PLATS #17 THROUGH #23

**(Supersedes Restrictions of
Hathaway Manor Plats #17 Through #23
For Hathaway Manor Subdivision)**

ST. LOUIS COUNTY, MISSOURI

HATHAWAY MANOR NORTH
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
PLATS #17 THROUGH #23

THIS DECLARATION is made this 14th day of December, 2010 by the Owners of Lots comprising Hathaway Manor North Subdivision Plats # 17 through #23.

RECITALS:

1. Hathaway Manor North Subdivision Plats #17 through #23 ("Subdivision") was created by the following Restrictions recorded in the records of St. Louis County, Missouri:

#17 consisting of Lots 1701 to 1794; Restrictions recorded in Book 5002, Page 97; Plat recorded in Plat Book 91, Page 42,

#18, consisting of Lots 1800 to 1899; Restrictions recorded in Book 4246, Page 474; Plat recorded in Plat Book 95, Page 4,

#19, consisting of Lots 1900 to 1998; Restrictions recorded in Book 4343, Page 151; Plat recorded in Plat Book 96, Page 62,

#20, consisting of Lots 2001 to 2044; Restrictions recorded in Book 4555, Page 491; Plat recorded in Plat Book 99, Page 15,

#21, consisting of Lots 2100 to 2199; Restrictions recorded in Book 4560, Page 379; Plat recorded in Plat Book 99, Page 29,

#22, consisting of Lots 2200 to 2299; Restrictions recorded in Book 4829, Page 567; Plat recorded in Plat Book 103, Page 39,

#23, consisting of Lots 2301 to 2362; Restrictions recorded in Book 4829, Page 580; Plat recorded in Plat Book 103, Page 40;

Each of said Restrictions was amended respectively by Amendments recorded on May 29, 2009 in Book 18397, Pages 2476 through 2594 ("Amendment"); the foregoing instruments are collectively referred to herein as the "Original Document;" and

2. Certain real property situated in St. Louis County was subjected to the Original Document and subdivided into Lots, streets, common properties, and easements by virtue of the Plats referred to in Recital #1 above, as may be amended ("Plat"); and

3. Said real property is more particularly described on the Plat and in Exhibit "A" attached hereto and incorporated by reference herein (the "Property"); and

4. The easements, streets, rights of way, utilities, drainage channels and facilities, and other common properties and common interests established on the Plat and in the Original Document are for the exclusive use and benefit of the current and future Owners of Lots and residents of the Subdivision, except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining and operating streets, storm water drainage, utilities and other facilities and utilities for the use and benefit of the Owners of lots and residents of the Subdivision, subject to the Original Document; and

5. It was the purpose and intention of the Original Document to preserve the Property, subdivided as aforesaid, as a restricted neighborhood and to protect the same against certain uses, and to apply the plan contained in the Original Document and Plat to all of the Property and mutually to benefit and restrict the Owners of Lots and residents of the Subdivision to foster their health and welfare; and

6. All easements, covenants, conditions and restrictions contained in the Original Document jointly and severally provided for the benefit of all persons who may purchase, hold or reside upon the Property; and

7. The Amendment merged Plats #17 through #23 of the Subdivision, consolidated the separate governing documents of the seven Plats #17 through #23 into the Restrictions of Plat #17 (referred to herein as the "Original Document"), and authorized a single community-wide vote to amend the Original Document by vote or agreement of two-thirds of the Owners and to adopt By-Laws by vote or agreement of a majority of the Owners, effective January 1, 2010 or thereafter in accordance with Section 3 of the Original Document.

NOW THEREFORE, the Owners of Lots in the Subdivision desire to amend the Original Document and to replace said document by adoption and recordation of this instrument as follows:

The "Restrictions of Hathaway Manor Plat #17, which consolidated the Restrictions of Plat #17 through #23, is hereby released in its entirety from the records of St. Louis County, Missouri, and this "Declaration of Covenants, Conditions and Restrictions for Hathaway Manor North Subdivision" is substituted in lieu thereof as follows:

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PART ONE: INTRODUCTION

Hathaway Manor North Subdivision was created in the 1950s under the Original Document. After approximately 60 years' experience operating under the Original Document, and recognizing changes in the law and evolution of best practices, the Owners conducted a comprehensive review of the provisions of that document. The objective of this review was to foster effectiveness and efficiency in the performance of the Subdivision's functions, to balance the rights and responsibilities of the Owners, to have reasonable restrictions on use of properties and standards for architectural design review, and to provide reasonable flexibility for adapting to changing circumstances in the future. The Owners also sought to eliminate provisions that were no longer operative and to create more "user-friendly" Governing Documents. The result is this Declaration and separate By-Laws which preserve the plan of the Subdivision and property rights under the Original Document, while updating many of the provisions of that document.

ARTICLE I
DEFINITIONS

1.1 "Association" means Hathaway Manor North Homeowners' Association and its successors and assigns.

1.2 "Board of Directors" or "Board" means the body designated to act on behalf of the Association.

1.3 "By-Laws" means the By-Laws of the Association and any amendments.

1.4 "Common Expenses" means expenses or financial liabilities of the Association, including: (a) expenses of administration of the Association, (b) maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; (d) expenses declared to be Common Expenses by this Declaration; (e) expenses agreed upon as Common Expenses by the Association; and (f) such reasonable reserves as may be established by the Association.

1.5 "Common Ground" means all the common areas and easements as depicted on the Plat, which shall be held and operated for the common use and enjoyment of the Owners.

1.6 "Declaration" means this instrument, as may be amended.

1.7 "Documents" or "Governing Documents" means this Declaration, Plat, Articles of Incorporation, By-Laws, and Rules, and any amendments.

1.8 "Dwelling" means any building on a Lot depicted on the Plat designed and intended for independent residential use.

1.9 "Lot" means a separate parcel of land, including a Dwelling and other improvements thereon, the location and dimensions of which are depicted on the Plat.

1.10 "Member" means the record Owner of a Lot in the Subdivision.

1.11 "Nonprofit Corporation Act" or "NPCA" means the Missouri Nonprofit Corporation Act, Chapter 355, Mo. Rev. Stat., as may be amended.

1.12 "Ordinance" means any applicable ordinance of St. Louis County or its successor(s), or of such local government as may have jurisdiction in the future.

1.13 "Original Document" means the instruments.

1.14 "Owner" means any Person who has a recorded fee simple title to a Lot in the Subdivision, not including any person having a Security Interest in the Lot. The records of the St. Louis County Recorder of Deeds shall be conclusive in determining ownership.

1.15 "Person" means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however that in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee.

1.16 "Plat" means the Plats of Hathaway Manor recorded in the records of St. Louis County, Missouri, as described in Recital #1 on page i of this Declaration, and any amendments, and are incorporated by reference herein.

1.17 "Property" means the land, improvements, easements, rights and appurtenances, more particularly described in the Plat and in Exhibit "A" attached hereto, and subjected to the Original Document.

1.18 "Rules" means rules and regulations adopted by the Board pursuant to the Governing Documents.

1.19 "Security Interest" means an interest in any Lot in the Subdivision created by contract or conveyance, which secures payment or performance of an obligation.

1.20 "Subdivision" or "Hathaway Manor North Subdivision" means the Owners and Property that are subject to this Declaration.

ARTICLE II
LOCATION, LOTS, BOUNDARIES, ALLOCATED INTERESTS

Each Lot has a right to use the Common Ground and a share of Common Expenses and votes in the Association. These shares are called the "Allocated Interests."

2.1 Location. The Subdivision is located in the St. Louis County, Missouri, and consists of the Property.

2.2 Number of Lots. There are 598 Lots in the Subdivision. The Lots are numbered and described more particularly on the Plat.

2.3 Property Taxation. Each Lot constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed. The Common Ground shall not be subject to separate assessment or taxation.

2.4 Subdividing, Converting and Relocating Lot Boundaries. The subdivision of a Lot is prohibited. Subject to applicable provisions of law, the boundaries between adjoining Lots may be adjusted or adjacent Lots may be consolidated, by an amendment to the Plat, by the affected Owners and at their expense and with the Association's consent which shall be evidenced by the Board joining in the execution of such instrument on behalf of the Association. No such adjustment shall reduce the number of Lots for purposes of voting or assessments.

2.5 Allocated Interests. The rights of the Owners shall be exercisable and appurtenant to and in conjunction with their ownership of a Lot, based upon the following allocated interests:

(a) Each Owner shall have a nonexclusive easement and right to use the Common Ground, subject to the provisions of the Governing Documents.

(b) Common Expense Liability is each Lot's share of the Common Expenses which shall be allocated on the basis of equality, subject to Section 7.2(a).

(c) Votes in the Association for all purposes are allocated on an equal basis, i.e. the Owner of each Lot having one vote of equal weight.

2.6 County of St. Louis. The Subdivision is subject to the Ordinances.

PART TWO: COMMUNITY GOVERNANCE

ARTICLE III
ASSOCIATION

The Community's success is dependent upon the support and participation of the Owners. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While certain powers and responsibilities are vested in the Association's Board of Directors, significant decisions are reserved for the Association's membership -- the Owners.

3.1 Creation, Name. There shall be a homeowners association, the name of which shall be "Hathaway Manor North Homeowners' Association," which shall be deemed the legal successor in interest to the Trustees named in the Original Document and their successors. Upon the Effective Date of this Declaration, all assets and liabilities of the Trustees shall be transferred and assigned to the Association. The Association shall be organized as a nonprofit corporation under the NPCA unless a different form of organization is approved as may be provided in the By-Laws. In the event the Association, at any time, is not organized as a nonprofit corporation, it nevertheless shall have full authority to exercise its rights and responsibilities under the Governing Documents.

3.2 Membership. Membership in the Association at all times shall consist exclusively of all the Owners or, following condemnation under Section 14.4 or termination of the Subdivision under Section 14.5, of all former Owners entitled to distributions of proceeds, or their heirs, successors or assigns.

3.3 Member In Good Standing. A Member in "Good Standing" is one who is current in the payment of all assessments, fines and other charges imposed under the Governing Documents. A Member must be in good standing with the Association to vote and to serve on the Board.

3.4 Management. Operation of the Subdivision is vested in the Association.

3.5 Authority. No Owner, except an officer of the Board, shall have any authority to act for or on behalf of the Association, unless authorized in writing by the Board.

3.6 Board of Directors. There shall be a Board of Directors ("Board") which shall act on behalf of the Association in all matters except as expressly limited by Governing Documents, and shall be deemed to be the board of directors under the NPCA. The number of Directors shall be set in the By-Laws, but shall not be less than three.

(a) **Qualifications of Directors.** The Board shall consist of Owners who are residents of the Subdivision and Members in Good Standing, at least 21 years of age, and not engaged in any unresolved proceeding adverse to the Association's interests. Not more than one Owner of the same Lot may serve as a Director at the same time.

(b) **Election of Directors.** The Directors shall be elected by the Owners and shall serve as provided in the By-Laws, provided that vacancies may be filled by the Board as provided in the By-Laws.

3.7 Indemnification. Except for their intentional acts or gross negligence, the Members of the Association and Directors and officers of the Board, acting within their authority, shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their obligation to pay assessments as Members and limited to the value of their Lot; provided, however, that a Member may be liable for injury to persons or property based on his comparative fault as Owner.

3.8 By-Laws. The Association shall be administered under the By-Laws, which need not be recorded.

ARTICLE IV ASSOCIATION POWERS AND DUTIES

The Association is the entity responsible for governance and administration of the Subdivision, for performance of certain maintenance responsibilities, enforcement of covenants and restrictions, and otherwise for implementation of the Governing Documents. The powers and duties of the Association, acting by and through the Board except for such matters reserved exclusively for the Owners, shall include those set forth in the Governing Documents and NPCA, and as inferable therefrom. The Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it under law and the Governing Documents.

The Association shall have the following powers:

4.1 Budgets. The power to adopt and amend budgets for the income and Common Expenses of the Association, and to levy and collect annual and special assessments from the Owners as provided in Articles VII and VIII.

4.2 Maintenance. The power to maintain, repair, replace and improve the Common Ground and Improvements thereon as provided in Article V.

4.3 Utility Easements. The power to establish, grant and dedicate easements for public utilities and private service providers in addition to any shown on the Plat in, over and through the Common Ground, and to release same.

4.4 Contracting. The power to enter into contracts and make liabilities for the maintenance, management, operation, repair, replacement, improvement and servicing of the Common Ground and administration of the Association.

4.5 Rulemaking. The power to adopt and amend Rules to carry out its responsibilities and to implement the intent and purposes of the Governing Documents. Any Rules with respect to restrictions in Article IX and design review in Article X shall be subject to notice and opportunity to comment for the Owners prior to final adoption. The Rules shall be reasonable and foster the maintenance and conservation of the Subdivision, the health, comfort and welfare of the Owners, and preservation and enhancement of the Property, all in the best interests of the community as a whole. All Owners, their families, tenants, occupants, guests and invitees, and mortgagees, shall be subject to the Rules.

4.6 Standing. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two or more Owners on matters affecting the Property, the Association, or the community as a whole.

4.7 Penalties. The power (a) to impose interest and charges for late payment of assessments and (b) after notice and opportunity to be heard, to levy reasonable fines and/or penalties for a violation of any provision of the Governing Documents.

4.8 Neglected Lots and Dwellings. The power and right of access, after notice and opportunity to be heard (except in an emergency as may be determined by the Board), to correct neglected conditions on any Lot and the Owners and/or occupants thereof may be charged with the reasonable expenses so incurred, including reasonable attorney's fees, which shall be collectable in the same manner as assessments under Article VIII. The Association shall also have the power and right of access, as may be necessary to maintain, repair or replace any Common Ground accessible from any Lot, or to make repairs necessary to prevent damage to the Common Ground or to another Lot or Dwelling, or abate or remove any violation on the Common Ground. The Association and its agents and employees shall be entitled to entrance by exhibiting to the Owner or occupant a Board resolution, and shall not be deemed guilty or liable for any manner of trespass. If damage is inflicted on Common Ground or a Lot or Dwelling by the Association's acts, the Association is liable for the prompt repair thereof.

4.9 Administrative Charges. The power to impose reasonable charges to a particular Lot or group of Lots for the preparation of resale certificates, information for transfer of ownership or occupancy, statements of unpaid assessments, and such other matters as may be requested or required of the Association by an Owner. In the event any professional services are required by the Association in connection with a request by an Owner, the fees incurred for such services shall be paid by or assessed against the Lot of said Owner.

4.10 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to property insurance covering improvements on the Common Ground, comprehensive general liability insurance, directors' and officers' liability insurance, and fidelity insurance as set forth in the By-Laws, and such other coverage as deemed appropriate by the Board, and the power to provide for the indemnification of the Directors and officers of the Board, and the Members of the Association.

4.11 Borrowing. The power to borrow funds in furtherance of Association purposes, including to encumber Association assets and to assign its rights to future income (including the right to receive assessments), provided that the Owners ratify such borrowing in the same manner as ratification of the annual budget under Section 7.3(b).

4.12 Trash and Recycling. The power to contract for community-wide trash, garbage and recycling services for the entire Subdivision to the extent such services are not provided by or through local government.

4.13 Community Activities. The power to provide social, educational, wellness, environmental, and other community programs and activities.

4.14 Change Use of Common Ground. The power to change the use of any portion of the Common Ground, with approval of at least a majority of the Owners, voting as provided in the By-Laws.

4.15 Conveyance of Common Ground. The power to convey or subject to a Security Interest the Common Ground or portions thereof, with approval of at least 80% of the Owners, voting as provided in the By-Laws.

4.16 Enforcement of Restrictions. The power to enforce the restrictions and covenants contained in this Declaration.

4.17 Resale Certificate. The power to issue a resale certificate upon written request by an Owner, including, at minimum, a copy of the Governing Documents, current certificate of the Association's insurance, current annual budget, most recent annual financial statement, amount of any unpaid assessments or other charges against the Lot, a statement of any unresolved violation by the Owner of the Lot, and a statement of any unsatisfied judgment against the Association, and a statement of the status of any pending litigation against the Association. Any Owner who lists his Lot for sale shall notify the Board within five days after such listing to enable the Board to prepare a resale certificate.

4.18 Master Association. The power to delegate the exercise of certain of its powers and duties to a master association by agreement approved by at least two-thirds of the Owners voting as provided in the By-Laws.

4.19 Merger and Consolidation. The power for the Subdivision to be merged or consolidated with one or more subdivisions into a single subdivision by agreement approved by at least 80% of the Owners, voting as provided in the By-Laws.

4.20 Improvement District. The power to make application to local government to establish a Community Improvement District, Neighborhood Improvement District, or such other special taxing district as may be appropriate for the Subdivision and the Association, with approval of the owners in accordance with Missouri law.

4.21 Interpretation. The power to interpret and construe the Governing Documents, and to implement and to carry out the purposes and intentions of the Governing Documents for the benefit of the community as a whole.

4.22 Limitations on Board. The Board shall not have any power to amend this Declaration (except as provided in Section 12.3), or to terminate the Association or the Subdivision, or to elect Directors or determine the qualifications, powers and duties or terms of office of Directors (except to fill vacancies), or to take any other action expressly reserved to the Owners.

4.23 General. The power to exercise such other powers as may be provided under law, the Governing Documents, and the NPCA, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for governing the Association in the best interests of the community as a whole.

PART THREE: PROPERTY RIGHTS AND RESPONSIBILITIES

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 Responsibilities.

(a) **Title to Common Ground.** Any interest in the Common Ground held by the Trustees by virtue of the Original Document shall be deemed conveyed in fee simple to the Association upon the Effective Date of this Declaration to the same extent and effect as if this Declaration were a deed of conveyance.

(b) **Control of the Common Ground.** The Association shall exercise such control over the Common Ground (except for those easements, streets and roads, and sidewalks (if any) which are now or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, rebuild, supervise and insure the proper use of the easements, streets, roads, and other improvements by the necessary public and private utilities and others, including the right (to itself and others to whom it may grant permission) to contract for, construct, operate and maintain on, under and over said easements and streets, sidewalks (if any), sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots and Dwellings.

(c) **Maintenance of Common Ground.** The Association shall maintain, repair and replace all the Common Ground and any improvements thereon. The Board shall exercise its business judgment as to the manner, schedule, costs and other matters to carry out this responsibility.

5.2 Owner Responsibilities. Each Owner at his own expense shall maintain, repair and replace his respective Lot, Dwelling and improvements and landscaping on the Lot, including all utilities, sewer lateral lines and surface drainage servicing the Lot. The Association may establish community standards to guide compliance with this provision.

5.3 Failure to Maintain. In the event an Owner fails to fulfill any responsibility set forth in this Article or causes damage to his Lot or Dwelling, or property of another Owner or the Common Ground, the Board may notify the Owner of the particular condition and prescribe an appropriate corrective measure and reasonable schedule for the corrective work. In the event the Owner fails to comply with said notice, the Board, after opportunity to be heard, may access the Lot as provided in Section 4.8 and take the corrective measures and assess all costs against the defaulting Owner, which shall be collectable in the same manner as provided in Article IX.

ARTICLE VI
EASEMENTS

6.1 Easement Appurtenant. Perpetual easements for the use and enjoyment of the Common Ground are hereby established appurtenant to all Lots for use by the Owners thereof, their families, guests and invitees.

6.2 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform its obligations and duties as required by the Governing Documents.

6.3 Driveway, Walkway and Utility Easement. Easements as shown on the Plat are established and dedicated for streets and roads, electricity, gas, water and telephones and for all other public and private utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telecommunications wires and equipment and electrical conduits and wires on the Common Ground.

6.4 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

PART FOUR: FINANCIAL MATTERS

ARTICLE VII **COMMON EXPENSE ASSESSMENTS, BUDGET**

The objectives of this Article are to foster financial stability of the Association, establish a budget process to meet the reasonable and necessary expenses of the Association with oversight by the Owners, and to provide flexibility to meet unanticipated circumstances over time.

7.1 Covenant to Pay. Each Owner, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be personally liable for all assessments and other charges coming due while he is Owner.

7.2 Common Expenses Attributable to Fewer than all Lots. Notwithstanding the allocation of Common Expense Liability stated in Section 2.5(b):

(a) Any Common Expense, or portion thereof, which benefits fewer than all of the Lots, may be assessed exclusively against the Lots benefited, equally or on any basis deemed equitable by the Board under the circumstances.

(b) Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service.

(c) Any increase in the Association's insurance premium attributable to a particular Lot by virtue of activities in or construction on the Lot shall be assessed against such Lot.

(d) Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot or Dwelling, or to the Common Ground, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot or Dwelling, or in connection with construction activities on the Lot.

(e) Fees, charges, expenses, costs of correcting or abating a violation, late charges, fines, collection costs, interest, charges imposed under Section 4.9, damages under Section 5.3 and Section 10.5, court costs and other expenses of litigation, and reasonable attorney's fees, charged against an Owner pursuant to the Governing Documents, are enforceable as an assessment under this Article.

7.3 Preparation and Adoption of Budget.

(a) The annual budget shall provide a reasonable estimate of the Common Expenses, including reserves, for the forthcoming year. The Common Expenses shall be allocated to the Lots under Section 2.5(b). The budget shall include a schedule of late fees and interest to be charged on delinquent accounts under Section 8.3. In the event the Association borrows money as provided in Section 4.11, repayment of the loan shall be provided for in the budget as "debt service."

(b) The Board shall prepare a proposed annual budget and provide a copy thereof to the Owners and set a date for a meeting of the Owners to consider ratification. The meeting shall be set 14-30 days after the notice is delivered. At the meeting, the budget is ratified unless it is rejected by a majority of all Members in Good Standing. A quorum is not required for this meeting. In the event the proposed budget is rejected, the most recent budget shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(c) In the event, at any time during the year, the Board shall determine that the projected revenue is insufficient to meet current operating expenses, or that a special assessment is required, the Board (i) may adjust the budget and increase the assessment or levy a special assessment up to 10% of the current annual assessment and shall notify the Owners at least 30 days prior to the date payment is due, or (ii) may adjust the budget and increase the assessment or levy a special assessment more than 10% of the current annual assessment and shall notify each Owner, in writing, as to the amount of the revised budget or special assessment, which shall become effective upon ratification as provided in Section 7.3(b).

(d) Funding for a capital improvement, whether in the annual budget, special assessment, borrowing or other source, must be approved by a majority of all Members in Good Standing, voting as provided in the By-Laws. The term "capital improvement" means any physical improvement on the Common Ground not part of the Subdivision on the effective date of this Declaration that costs more than \$10,000.00, as adjusted by the Consumer Price Index for the St. Louis metropolitan area.

7.4 Certificate of Payment. The Association, within ten business days after receipt of written request by an Owner, shall furnish to him a statement setting out the amount of unpaid assessments and other charges against the Lot.

7.5 Payment Schedule. All assessments shall be due and payable annually. The Board may require a periodic payment schedule, but not more frequently than monthly.

7.6 Accounting. Within 90 days after the preceding year, the Board shall furnish an itemized accounting of all income and expenses of the preceding year. At the Board's discretion, any or all surplus funds remaining after payment of Common Expenses shall be provided for anticipated Common Expenses for the next year and for reserves.

ARTICLE VIII **COLLECTION AUTHORITY**

Assessments are the lifeblood of the Association, necessary to provide insurance, maintenance of Common Ground, utilities and other critical services to protect the Subdivision and to preserve property values. The provisions in this Article relate to payment by the Owners and authority of the Association to collect unpaid assessments, fines, fees and other charges.

8.1 Personal Liability of Owners. The Owner at the time an assessment is due shall be personally liable for same, together with such charges as may be imposed under this Declaration. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume the obligation.

8.2 No Walver of Liability. Liability for assessments shall be an independent and affirmative covenant and may not be avoided by waiver of the use of the Common Ground or services, or by abandonment of the Lot, or by reliance upon any claim against the Association, Board, another Owner or any third party.

8.3 Interest and Late Fees. Interest and late fees shall be applicable in such amounts as provided in the By-Laws.

8.4 Lien for Assessments.

(a) In addition to each Owner's personal liability under Section 7.1, 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 under Section 7.2(e).

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a first security interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (2) liens for real estate taxes and other governmental assessments or charges against the Lot. The lien is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).

(c) The Association's lien for unpaid assessments and other charges shall be deemed perfected upon the Effective Date of this Declaration. A notice of the Association's lien, in the Board's discretion, may be recorded in the office of Recorder of Deeds, St. Louis County.

(d) If an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until 30 days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit any action to recover sums for which Section 8.4(a) creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) 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 Sections 443.290 to 443.440, Mo. Rev. Stat.

(g) In the case of any foreclosure of the Association's lien, the Association shall give reasonable notice of its action to each lien holder whose interest would be affected.

8.5 Acceleration. In the event that a delinquency in excess of 60 days occurs in the payment of any assessment that is payable in installments, the full amount of such assessment may be accelerated and collected as provided in this Article.

8.6 Costs and Attorney's Fees. A judgment or decree in any action brought under this Article shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment), and other charges in Section 7.2(e) for the prevailing party.

8.7 Enforcement. A judgment or decree in any action brought under this Article shall be enforceable by execution of the judgment.

8.8 Exemptions. The Common Ground shall be exempt from the assessments, charges and liens created herein.

8.9 Priority of Mortgages. Nothing contained in this Article shall abridge or limit the rights or responsibilities of mortgagees as set forth in the Governing Documents.

PART FIVE: RESTRICTIONS ON USE; ARCHITECTURAL COVENANTS

ARTICLE IX
RESTRICTIONS ON PROPERTY

This Article contains certain restrictions on the properties within the Subdivision that are deemed reasonable for the preservation of an attractive residential neighborhood over time. These restrictions are applicable upon the Effective Date of this Declaration. Existing uses on the Effective Date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Documents may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. The use of Lots and Dwellings shall also comply with all applicable Ordinances.

9.1 Use and Occupancy. No more than one Dwelling shall be located on each Lot. Each Lot and Dwelling thereon shall be used solely for single family residential purposes, including unrelated persons living together as a single family unit. Occupancy shall comply with applicable Ordinances.

9.2 Obstructions. No Owner may place obstructions on the Common Ground or alter the Common Ground without prior written consent of the Board.

9.3 Pets and Animals. No animals, reptiles, birds, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that a reasonable number of household pets may be kept or maintained on any Lot. No pet with vicious propensities may be kept, nor may any pet be kept for any commercial purpose. The Owner is responsible for prompt removal of all wastes left by his pets. Dogs shall be leashed and secured by the Owner at any time outside the Lot. The keeping of any pet which by reason of its noisiness, unsanitary conditions or other factor is a nuisance (as determined by the Board in its sole judgment) or annoyance to the neighborhood is prohibited. After notice and opportunity to be heard, the Board may require removal of any animal that has violated this Section.

9.4 Nuisances. No noxious or offensive activity shall be conducted or permitted by any Owner or resident nor shall anything be done which would become an annoyance or a nuisance to other Owners or residents. No Owner shall permit or suffer anything to be done or kept in or on his Lot which obstructs or interferes with the rights of other Owners or residents, or disturbs them by unreasonable conduct or otherwise permit any nuisance or illegal act on his Lot, Dwelling or on the Common Ground.

9.5 Commercial Use. No commercial use of a Lot or Dwelling shall be permitted except for office in the home in strict compliance with the Ordinances.

9.6 Parking, Trucks, Boats, Etc. Except as otherwise provided in this Section, Owners and residents shall park or store their vehicles only in their respective garage, driveway, or street. No derelict or abandoned vehicle, or construction equipment, shall be parked or stored on the Lot or street overnight except in a garage with the door closed or on the Lot not visible from the roadway. No go-kart, golf-cart, all-terrain vehicle (ATV), dirt bikes, or similar vehicle shall be operated on any roadway. Repairs and maintenance of any vehicle shall not be permitted in the driveway or street except for emergency repairs or routine maintenance and washing. No trailer of any kind, camper, mobile home, recreation vehicle, boat or boat trailer, or truck in excess of one Ton, shall be parked or stored on the Lot except for cleaning, loading or unloading; otherwise any such vehicle may be stored on the Owner's Lot in a location not visible from the roadway or other Lots, or if reasonably screened by landscaping or a wall so that it is not visible from the roadway or other Lots and approved under the provisions of Article X. No Owner shall park or keep a dumpster or any other object on his Lot or the street or Common Ground. Any vehicle in violation of this Section, or parked illegally, may be removed at the Owner's expense, after notice and opportunity to be heard (which notice may be waived if the Board determines that an emergency exists).

9.7 Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

9.8 Signs. The following signs are permitted: (a) one sign relating to home security systems, (b) one address sign, (c) one reasonable and temporary "for sale" or "for lease" sign of not more than five square feet, and (d) one or more signs of not more than five square feet per sign containing a political message relating to a candidate or issue on the election ballot, placed not more than two weeks before the election and removed within three days after the election. No other sign of any kind shall be displayed to the public view on any Lot, Dwelling or on the Common Ground, without the prior written consent of the Board. The Board may regulate the size, placement and duration of all signs as it deems reasonable. The Board may erect appropriate signs on the Common Ground.

9.9 Satellite Dishes, Antennas: No Owner may install any satellite dish, antenna and similar device ("Device") for the *transmission* of television, radio, satellite or other signals of any kind. An Owner may install: (1) a Device designed for *reception* of direct broadcast satellite service which is one meter or less in diameter; (2) a Device designed for *reception* of video programming services via multi-point distribution services which is one meter or less in diameter or diagonal measurement; or (3) a Device designed for *reception* of television broadcast signals. Any such permitted Device shall be placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received and is not visible from the street, or neighboring Unit(s) or is reasonably screened from the view of the street or adjacent Unit(s), unless such screening unreasonably increases the cost or interferes with the use of such permitted Device.

9.10 Temporary Structures. No vehicle or structure including, without limitation, camper, recreation vehicle, mobile home, truck, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No such vehicle or structure shall be stored on any Lot unless screened by adequate landscaping or walls from all visibility from the street and adjacent Lots and approved under the provisions of Article X.

9.11 Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities as may be depicted on the Plat are the responsibility of the Owner. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X

DESIGN REVIEW AND ARCHITECTURAL COVENANTS

This Article contains the procedure for review and approval of new construction of Dwellings and exterior alterations of the Lots and Dwellings. The purpose of this review is to maintain the quality and aesthetics of exterior architectural design for the best interests of the community as a whole. This Article shall apply to all applications submitted for approval after the Effective Date of this Declaration; however, violations existing under the Original Document may be enforced pursuant to the provisions of said document after the Effective Date of this Declaration. Each Owner is also responsible for compliance with applicable Ordinances.

10.1 Design Review Procedures.

(a) **Prior Approval for Alterations and New Construction.** No Owner shall commence any Alteration to the exterior of an existing Dwelling or Lot, or commence construction of a new Dwelling, without the prior written consent of the Board in accordance with this Article. The term "Alteration" means any addition to, or removal, modification, or change affecting the following by way of example: (1) the exterior of an existing Dwelling, garage, or detached building, (2) an existing swimming pool, tennis court, animal or pet enclosure, fence, wall retention wall, solar panels, wind turbines, or grading of the Lot, (3) the color or materials of existing exterior building surfaces visible from the street such as the roof, masonry, siding, garage, and front porch. The term "New Construction" means construction or placement of a new structure on a Lot including by way of example: erection of a new Dwelling, attached or detached building or structure, swimming pool, tennis court, animal or pet enclosure, fence, wall, retention wall, and solar panels, and wind turbines.

(b) **Application.** An Owner shall submit a written application, including three (3) copies of plans and specifications, to the Board for approval of any Alteration or New Construction. A copy of all information submitted for local government approval shall be included with the application. Payment of such application fee as the Board may adopt under Section 10.4 shall be included.

(c) **Response.** The Board shall provide a written response to the Owner within forty-five (45) days after receipt of a complete application. Failure to provide written response within such time shall constitute consent by the Board to the proposed Alteration, unless the time limitation is reasonably extended by the Board for good cause. The Board may approve or reject an application, or approve with conditions such as (1) deposits and fees described in Section 10.4, (2) proof of appropriate insurance coverage by the Owner and/or contractor protecting the Association and Subdivision, (3) proof that applicable local governmental permits have been obtained, (4) measures to protect adjacent Lots and Dwellings and the streets, and (5) a reasonable schedule for commencement and completion. Any rejection of an application shall state the basis.

10.2 Design Review Objectives. The provisions of this Article are intended to provide guidance to Owners, contractors, engineers, architects and others providing services on behalf of the Owners, regarding matters of particular concern to the Association in considering applications.

(a) In reviewing applications, the Board shall take into account the design review criteria and standards of this Article. The Board shall consider potential impacts on surrounding Lots and provide an opportunity for the Owners of such Lots to review and comment on the plans and specifications. Decisions may be made based on purely aesthetic considerations. The Board shall have the sole discretion to make final,

conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld so long as made in good faith and in accordance with the procedures contained herein.

(b) It is integral to the design review function that the persons reviewing applications will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the design review standards and conditions contained in this Article, may vary accordingly. It may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Board may refuse to approve similar proposals in the future. Approval of applications or any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

(c) The Board may grant variances from compliance with any of the standards and conditions in this Article when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing, or preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(d) The provisions of this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the community; they do not create any duty to any person. Review and approval of any application pursuant to these provisions may be made on the basis of aesthetic considerations only. The Association or Board shall not have any responsibility for ensuring the structural integrity or soundness of approved New Construction or Alterations, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Dwellings are of comparable quality, value or size, or of similar design, or aesthetically pleasing or otherwise acceptable to Owners of neighboring properties.

(e) The Association has no responsibility for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, any loss or damage (including but not limited to consequential damages and attorney's fees) arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved New Construction or Alteration. In all matters, the Directors shall be defended and indemnified by the Association to the extent available under Section 3.7.

(f) Any Owner may request that the Board issue a certificate of architectural compliance for his completed New Construction or Alteration, certifying that there are no known violations of this Article. The ARC shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable fee for issuing such certificate. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

(g) The Board may adopt and amend Rules at any time to implement the provisions of this Article under Section 4.5. Such Rules and amendments shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved New Construction or Alteration has commenced. There shall be no limitation on the scope of amendments to these Rules, and such amendments may remove requirements previously imposed or otherwise make the Rules less restrictive.

10.3 Criteria and Standards. The Board shall apply the following criteria and standards in reviewing an application:

(a) **Criteria.** The Board shall consider the following general criteria: harmony of exterior design and appearance with existing Dwellings, including architectural design, scale, mass, color, location, topography, grade, drainage, color and quality of construction, and quality of exterior materials and detail.

Objective criteria, contained in the Original Document, are preserved in this Declaration as follows: No Dwelling or other structure shall be erected on any Lot:

- (1) which does not provide a distance of at least ten feet (10') between an existing adjoining or adjacent Dwelling or other structure,
- (2) which does not provide for side yard of at least five feet (5'),
- (3) in which the Lot has a width of less than sixty feet (60') at the minimum setback line,
- (4) in which the Lot has an area of less than 6,000 square feet, and
- (5) located with less than twenty-five feet (25') to the rear Lot line.

(b) **Standards.** The Board shall consider conformance with the standards and conditions contained in Exhibit "B" attached hereto and incorporated by reference herein. The guidelines in Exhibit "B" may be more restrictive than the Ordinances, and may be amended, and made more or less restrictive than contained in Exhibit "B," upon

vote or agreement of at least 51% of all the Members in Good Standing, voting as provided in the By-Laws. The amendment shall be recorded.

10.4 Application Fee, Security Deposit, Performance Bond. The Board may require that an Owner submitting an application provide any or all of the following in connection with applications, review, and conditions on approval:

(a) **Application Fee.** A reasonable application fee payable with the application, which shall be nonrefundable.

(b) **Professional Review.** A reasonable deposit for fees incurred for independent architects or engineers engaged to review the plans and specifications.

(c) **Security Deposit.** A security deposit to secure removal of all debris from the site and from adjacent Lots, the streets and Common Ground, and that any damaged areas of the Lot, adjacent Lots, the streets or Common Ground be repaired and restored to their prior condition. Any unused portion of the security deposit shall be refunded upon satisfactory completion of all work and all restoration and cleanup.

(d) **Performance Bond.** A bond to secure completion of all work.

10.5 Damage. Notwithstanding payment of a security deposit or performance bond under Section 10.4, any Owner who causes damage to another Lot or Dwelling, or to the Common Ground, shall be responsible to the full extent of such damage, and shall restore any such damaged area to its prior condition, and shall keep the streets clean and free of debris due to construction activities. In the event an Owner fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner in which case the Association shall have the authority to recover such costs in the same manner as assessments, together with the Association's costs and attorney's fees. Nothing herein shall limit the right of any Owner whose property is damaged by another Owner or his agents or employees available under Article XI.

PART SIX: GENERAL PROVISIONS

ARTICLE XI **RELIEF AND REMEDIES**

The authority and procedures for enforcement of the provisions of the Governing Documents, and the corresponding rights of the Owners, are provided in this Article.

11.1 Relief, Attorney's Fees. If any Person subject to the Governing Documents fails to comply with any provision thereof, the Association or any Person or class of Persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any such provision. All remedies set forth in this Declaration shall be cumulative of any remedies available at law or in equity. In addition to authority to impose fines and any other remedy provided in this Declaration, the Association may record a notice against the Lot describing the Owner's violation. The Association, if it prevails, shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Governing Documents, whether or not the matter is adjudicated.

11.2 Board Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (a) the Association's position lacks sufficient strength to justify taking any action or further action; or
- (b) the covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (d) that it is not in the best interests of the Association or the community as a whole, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

The Association, by contract or other agreement, may enforce the Ordinances within the Subdivision for the benefit of the Association and its Members.

11.3 Alternative Dispute Resolution. The Association and its officers, Directors, and committee members, all Persons subject to this Declaration, and any party not otherwise subject to this Declaration but who agrees to submit to this Section (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the community without the emotional and financial

costs of litigation. Accordingly, each Bound Party agrees to hold good faith discussions for the purpose of submitting a dispute to mediation, advisory arbitration, or binding arbitration before initiating a judicial proceeding.

ARTICLE XII
AMENDMENT OF DECLARATION AND BY-LAWS

12.1 Declaration: General. Except as may otherwise be expressly provided in this Declaration, this Declaration, including the Plat, may be amended at any time by vote or agreement of two-thirds of the Members in Good Standing. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment may change or eliminate any restriction in the Declaration or add new and/or more burdensome restrictions. No such amendment shall reduce or modify the obligations of the Association with respect to maintenance or the power to levy assessments therefore, or to eliminate the requirement that there be an Association and Board unless adequate substitution is made in a manner approved by the Director of Planning, St. Louis County.

(a) **Limitation of Challenges.** No procedural challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

(b) **Recordation of Amendments.** Each amendment shall be recorded in St. Louis County and is effective upon recording unless otherwise expressly stated therein.

(c) **Execution of Amendments.** Each amendment shall be executed, certified and recorded on behalf of the Association by officers designated in the By-Laws for that purpose or, in the absence of designation, executed by the President and certified by the Secretary.

12.2 By-Laws. The By-Laws may be adopted and amended at any time by a majority of all the Members in Good Standing. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment to the By-Laws shall become effective upon recordation (if recorded), or upon execution (if not recorded), or, in either case, upon a later date if so specified therein. Any procedural challenge to an amendment must be made within six months after the effective date; otherwise, the amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

12.3 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration and the By-Laws, without further approval, to correct technical or clerical errors or to bring the Association and Governing Documents into compliance with conditions imposed by lenders providing government-insured or guaranteed loans.

ARTICLE XIII
MORTGAGEE PROVISIONS

The provisions of this Article are for the benefit of holders, insurers and guarantors of first Security Interests on Lots in the Subdivision, and shall apply to the Governing Documents, notwithstanding any other provisions contained herein. As used herein, the term "Eligible Mortgagee" means any institutional holder, insurer, or guarantor of a first Security Interest in a Lot which provides a written request to the Association, stating the name and address of such holder, insurer or guarantor and the Identifying Number of the Lot to which its Security Interest relates.

13.1 Right to Grant Security Interest. Each Owner shall have the right to grant one or more Security Interests against his Lot.

13.2 Notice of Actions. The Association shall give timely written notice to each Eligible Mortgagee of:

(a) Any delinquency in the payment of assessments or charges owed by an Owner whose Lot is subject to a Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of 60 days, or any other violation of the Governing Documents relating to such Lot, of the Owner or occupant, which is not cured within 60 days;

(b) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(c) Such other notices as permitted or required by the Governing Documents.

13.3 No Priority. No provision of the Governing Documents gives or shall be construed to give any Owner or other party priority over any rights of a holder, insurer or guarantor of a first Security Interest of any Lot in the case of distribution of insurance proceeds or condemnation awards for losses or a taking of the Common Ground.

13.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer or guarantor of any first Security Interest encumbering such Owner's Lot.

13.5 Right to Cure Default. If any Owner fails to pay any amount required under the provisions of any Security Interest against such Owner's interest, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have all rights to recover same as provided in Article VIII. The holder of a first Security Interest against any Lot shall give notice of default under such Security Interest to the Association at the same time as to the defaulting Owner. The foregoing shall not be construed to require the holder of a first Security Interest to receive permission from the Association to foreclose the lien of its Security Interest.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Validity.

(a) **Severability.** Invalidation of any one of the provisions of the Governing Documents, by judgment, order or decree shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(b) **Rule Against Perpetuities.** The rule against perpetuities shall not be applied to defeat any provision of the Governing Documents.

(c) **Compliance With Nonprofit Corporation Act; Conflicts.** The Governing Documents are intended to comply with the requirements of the NPCA. In the event of any conflict between any provision of the Governing Documents and any provision of the NPCA, the provisions of the Governing Documents shall govern unless expressly prohibited by the NPCA. In the event of any conflict between any provision of the Declaration and the By-Laws, the provisions of the Declaration shall govern.

14.2 Construction. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the Subdivision and for operation of the Association. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural. The captions contained in the Governing Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

14.3 Persons Bound by the Documents. All Owners, and their families, tenants, guests and invitees, and mortgagees are bound by and shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or occupancy of a Lot constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of St. Louis County,

Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.

14.4 Condemnation.

(a) **Acquisition of Lot.** If a Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Owner for his Lot and its Allocated Interests, whether or not any Common Ground is acquired. Upon acquisition, unless the decree otherwise provides, that Lot's Allocated Interests are automatically reallocated to the remaining Lots, but the Allocated Interests in Section 2.5 shall not be modified. Any remnant of a Lot remaining after part of a Lot is taken is thereafter part of the Common Ground.

(b) **Reallocations.** Except as provided in Section 14.4(a), if a part of a Lot is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Lot and its interest in the Common Ground, whether or not any Common Ground is acquired.

(c) **Acquisition of Common Ground.** In the event any public agency acquires all or any part of the Common Ground, the Association, acting through the Board, is hereby authorized to negotiate with such agency for such acquisition and to execute instruments necessary to that purpose; only the Association need be made party, and any proceeds received shall be paid to the Association.

(d) **Recording.** The court decree shall be recorded in St. Louis County, Missouri.

14.5 Termination of Subdivision. Except in the case of a taking of all the Property 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 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.

14.6 Term. Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with the land and bind the Property until the Subdivision is terminated or sold, or taken by eminent domain.

14.7 Effective Date. Except as may otherwise be expressly provided, this Declaration shall be effective upon approval by the Owners and its recordation in the records of the Recorder of Deeds of St. Louis County, Missouri. If recorded before January 1, 2010, this Declaration shall be effective on January 1, 2010; if recorded after said date, the Declaration shall be effective on the date of recording.

14.8 Applicability. This Declaration shall be applicable to events and circumstances occurring after the Effective Date in Section 14.7 except as may be otherwise expressly provided.

IN WITNESS WHEREOF, the Trustees of Hathaway Manor North Subdivision hereby execute the foregoing and, by their signatures, certify that the Owners have approved the foregoing in accordance with the amendment provisions in the Original Document, and hereby execute this Declaration on the day and year first above written.

TRUSTEES, HATHAWAY MANOR NORTH SUBDIVISION

Harriet Waters
Trustee

Lillie A. Mixon
Trustee

Lois Hawthorne
Trustee

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of December, 2010, before me appeared Lillie A. Mixon, Harriet Waters and Lois Hawthorne to me personally known, who, being by me duly sworn, did say that they are the Trustees of Hathaway Manor North Subdivision, and that said Trustees acknowledged said instrument to be their 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.

My Commission Expires:

Cathy Jo Nothdurft
Notary Public

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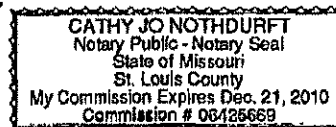


EXHIBIT "A"
HATHAWAY MANOR NORTH SUBDIVISION
LEGAL DESCRIPTION

Lots 1701 to 1794 inclusive of Hathaway Manor #17, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded June 15, 1959 as Daily No. 133 of the St. Louis County Records, and

Lots 1800 to 1899 inclusive of Hathaway Manor #18, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded January 5, 1960 as Daily No. 51 of the St. Louis County Records, and

Lots 1900 to 1998 inclusive of Hathaway Manor #19, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded July 1, 1960 as Daily No. 341 of the St. Louis County Records, and

Lots 2001 to 2044 inclusive of Hathaway Manor #20, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded May 5, 1961 as Daily No. 247 of the St. Louis County Records, and

Lots 2100 to 2199 inclusive of Hathaway Manor #21, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded May 22, 1961 as Daily No. 29 of the St. Louis County Records, and

Lots 2200 to 2299 inclusive of Hathaway Manor #22, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded May 25, 1962 as Daily No. 176 of the St. Louis County Records, and

Lots 2301 to 2362 inclusive of Hathaway Manor #23, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded May 25, 1962 as Daily No. 177 of the St. Louis County Records.

EXHIBIT "B"
HATHAWAY MANOR NORTH SUBDIVISION
ARCHITECTURAL STANDARDS AND CONDITIONS

The following architectural standards and conditions shall apply to all Lots in the Subdivision as authorized in Article X of the Declaration:

The Dwelling shall comply with the following standards and conditions related to size, location, garage, fences and other proposed improvements on the Lot:

1. Lot Size. No Dwelling may be erected on a Lot that is less than the minimum size depicted on the Plat.
2. Dwelling Size. Each Dwelling, exclusive of garage, balconies, porches and basement, shall contain at least 950 square feet and shall not exceed one story in height.
3. Materials. Each Dwelling should be constructed of masonry and wood framing materials; no structure shall be more than 75% frame structure including an attached garage.
4. Roofs. No Dwelling or other structure shall be erected with a flat roof or false front flat roof.
5. Garages. Each Dwelling shall include an attached or detached garage not to exceed a capacity of three (3) vehicles provided the other provisions of this Exhibit "B" are met.
6. Carports. Carports are expressly prohibited.
7. Fences: Fencing or screening of any kind (including hedges and other landscaping designed as screening) may only be erected on any Lot in compliance with the following standards:
 - (a) Location: fences or screening shall be located within four inches of the Lot lines. No fence or screening shall be placed in front of any building line except with the prior written consent of the Board.
 - (b) Height: no fence shall exceed a height of six feet (6').
 - (c) Style: fences shall be open style, such as shadow or picket. Closed or stockade fences are prohibited.

- (d) Materials: fences may consist of wood, vinyl, wrought iron, chain link or other material approved by the Board; provided, however, chicken coop and barb wire fences are prohibited.

8. Waiver. The Board may grant a waiver of any standard or condition contained in this Exhibit "B."

This Exhibit "B" may be amended as provided in Section 10.3(b) of the Declaration.