

THIRD AMENDED

DECLARATION OF CONDOMINIUM

BOOK 1103 PAGE 911

CHATEAU COUNTRY CLUB

THIS AMENDED DECLARATION is made and executed by Chateau Builders, Inc., a Missouri Corporation ("declarant"), pursuant to the provisions of the Uniform Condominium Act of Missouri, hereinafter referred to as the "Act".

PROVISION NO. 1

RECITALS

1. Declarant is the owner of the real property ("property") located in St. Charles County.
2. Declarant, by recording this declaration, submits the property described in a plat titled "CHATEAU COUNTRY CLUB PHASE TWO, STATE I", and recorded in Plat Book 26, Page 11 in the St. Charles County Records and described in Provision No. 3 to the provisions of the Act.
3. The covenants, conditions, and restrictions contained in this declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.
4. Declarant has filed simultaneously herewith the aforesaid plat of survey depicting the location and dimensions of the submitted land, and plans of every structure which contains all or part of any unit or units.
5. The property is and shall be known as Chateau Lake Country Club. The address of the property is Pralle Lane, St. Charles, Missouri, 63301.

EXHIBIT "A"

/C

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EXHIBITS

- A. Record of Survey Map
- B. Unit Number and Percent of Undivided Interest in Common Elements
- C. Articles of Incorporation of Chateau Country Club Condominium Owners' Association, a Nonprofit Corporation
- D. Bylaws of Chateau Country Club Condominium Owners' Association, a Nonprofit Corporation

PROVISION NO. 2

DEFINITIONS

The terms used herein shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

a. "additional land" - The real property described in Provision Nos. 6(3) and 7.1 which has not yet been submitted to the provisions of the act, but which may hereafter be added as a whole or in part to the Condominium as provided in Provision No. 7. The term "additional land" includes "Development rights" as defined in the Act, including the right of Declarant to withdraw real estate from the condominium and the right to make the condominium part of a larger condominium or a planned community consisting of condominium units and other units not a part of this or any condominium.

b. "association of unit owners" - All of the unit owners acting as a group in accordance with the bylaws and declaration to govern the affairs of the Condominium. The association is incorporated or and is organized pursuant to Section 448.3-101 of the Act.

c. "Board of Directors" - The Executive Board as described in the Act.

d. "building" - A structure containing one or more units that has been or shall hereafter be constructed on the land.

e. "common elements" - The land within the condominium project; the walkways, yards, gardens, unenclosed parking, and storage spaces existing for common use; all apparatus and installations existing for common use; other community facilities; and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use, and all areas and facilities designated as common elements in the act.

f. "common expenses" - All expenditures lawfully made or incurred by, or on behalf of, the unit owner's association, together with all funds lawfully assessed for the creation and/or maintenance of reserves, and includes liability for common expenses allocated to each unit pursuant to Section 448.2-108 of the Act.

g. "common profits" - All income collected or accrued by, or on behalf of, the unit owners' association, other than income derived from assessments.

h. "condominium unit" - A unit together with an underground garage, an attached or detached garage, if any, for such unit, together with the land beneath such attached or detached garage, together with the undivided interest in the common elements and limited common elements appertaining to that unit.

i. "convertible land" - A building site described by metes

and bounds in the condominium declaration which comprises a portion of the common areas, and within which additional units and/or limited common elements may be created, in accordance with the provisions of the Act.

j. "convertible space" - A portion of a structure within the condominium, which portion may be converted into one or more units and/or common elements, including but not limited to limited common elements, in accordance with the provisions of the Act.

k. "declarant" - All persons who execute this declaration, or on whose behalf the declaration is executed. From the time of the recordation of any amendments to the declaration expanding an the condominium, all persons who executed such amendment(s), or on whose behalf such amendment(s) is executed, shall also come within this definition. Any successors of the persons referred to in this subsection, who come to stand in the same relation to the condominium as their predecessors did, shall also come within this definition. "Developer" and "Developer-Declarant" mean declarant.

l. "declaration" - The instrument and any subsequent amendments thereto, by which the property is submitted to the provisions of the Uniform Condominium Act of Missouri and its lawful amendments.

m. "expandable condominium" - A condominium to which additional land may be added or deleted, in accordance with the provisions of the declaration and the Act.

n. "limited common elements" - Common elements designated

in the declaration, as reserved for use of certain units, to the exclusion of the others, and available to the Unit Owners Association for building maintenance and repair, and as defined in the Act.

o. "majority" or "majority of unit owners" - The majority of voting percentage interests in the Condominium.

p. "property" - The land, the buildings, improvements and structures, all easements, servitudes, rights and appurtenances belonging thereto, and all chattels intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Uniform Condominium Act of Missouri.

q. "unit" - A portion of the condominium designed and intended for individual ownership or use and, in some instances, includes an enclosed garage which may or may not be attached to the unit or which may be beneath the unit. A unit may be owned by a corporation, partnership or other business entity. The unit and the enclosed garage for such unit, together constitute a unit.

PROVISION NO. 3

DESCRIPTION

1. DESCRIPTION OF THE LAND

The land on which the condominium buildings and other improvements are and will be located is in the city of St. Charles, a municipal corporation, St. Charles County, Missouri, and is more particularly described as follows, to wit:

A tract of land being part of U. S. Survey 1198, Township 46 North, Range 4 East, of the Fifth Principal

Meridian, St. Charles County, Missouri, said tract being described as follows:

COMMENCING at the easternmost common corner of U. S. Surveys 3280 and 1198; thence South 32 degrees 45' 46" East, along the East line of U. S. Survey 1198, a distance of 2121.36 feet to the North line of property now or formerly of S.W. Bass, per deed recorded in Book 713, Page 981; thence along said North line, South 57 degrees 41'30" West, 40.01 feet to THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; thence continuing along said North line, South 57 degrees 41'30" West, 727.35 feet; thence departing from said North line, North 32 degrees 28'30" West, 187.86 feet; thence North 05 degrees 28'30" West, 172.54 feet; thence South 84 degrees 31'30" West, 9.05 feet; thence along a curve to the right having a radius of 375.00 feet, a central angle of 22 degrees 04'21" an arc length of 144.46 feet; thence North 20 degrees 25'10" East, 25.06 feet; thence along a curve to the right having a radius of 350.00 feet, a central angle of 07 degrees 20'03", an arc length of 44.80 feet to the point of compound curve to the right, having a radius of 175.00 feet, a central angle of 92 degrees 22'53" an arc length of 282.16 feet; thence North 26 degrees 02'23" East, 129.77 feet; thence South 38 degrees 26'18" East, 322.74 feet; thence North 76 degrees 41'30" East, 211.20 feet; thence North 57 degrees 41'30" East, 325.50 feet; thence South 32 degrees 18'30" East, 89.00 feet; thence along an arc of a curve to the left having a radius of 475.00 feet, a central angle of 04 degrees 58'20", an arc length of 41.22 feet, a chord of North 36 degrees 09'37" East, 41.21 feet to the point of curvature of a curve to the left; thence along an arc of a curve to the left having a radius of 40.00 feet, a central angle of 66 degrees 26'13", an arc length of 46.38 feet, a chord of North 00 degrees 27'21" East, 43.83 feet; thence South 32 degrees 45'46" East along a line of 40 feet West of, and parallel to the East line of U. S. Survey 1198, 372.99 feet to the point of beginning, said tract containing 8.315 acres.

2. DESCRIPTION OF THE BUILDINGS AND OTHER IMPROVEMENTS

The Chateau Country Club Condominium project will consist of twelve (12) buildings containing no less than five (5) one- and two-level units. Future buildings, if any, may be triplex to eight-plex structures constructed of wood, brick masonry, and concrete with attached or detached garage or underground garage.

The interior partitions between units consist of double-stud walls, divided by insulation and faced with gypsum sheetrock. The interior floors are of concrete and plywood construction with carpet, vinyl and wood floor coverings. The buildings are supplied with electricity, gas, water, sewerage, garbage collection service, and a master TV antenna. Each unit in Phases One and Two is equipped with individual heating and air-conditioning equipment. The buildings of Phase Two are more fully depicted in the condominium plat and floor plans which are annexed hereto and made a part hereof as Exhibit "A". Other significant improvements in the Condominium project include roadways, walkways, and may include rights to use a swimming pool, and a clubhouse. Phase Two consists of two buildings, each constituting a separate State, and each with one building with seven units. The two buildings in the aggregate will contain units as follows:

- (a) Four 1 story units each containing 800 square feet with 2 bedrooms and 1 bathroom.
- (b) Four 2 story units, each containing 1,234 square feet with 2 bedrooms and 2 1/2 bathrooms.
- (c) Four 2 story units, each containing 1,724 square feet with 3 bedrooms and 2 1/2 baths.
- (d) Two 2 story units each containing 1,624 square feet with 2 bedrooms and 2 1/2 bathrooms.

3. DESCRIPTION OF UNITS

The boundary lines of each unit are the undecorated or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of

windows and doors, window frames and door frame, and trim. Each unit shall include both the portions of the building that are not common elements within such boundary lines and the space so encompassed. Without limitation, a unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings, nonsupporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit. Any conflict between this provision and the Act shall be resolved in favor of the Act.

4. ARCHITECT/ENGINEER CERTIFICATION

As units are added to the condominium there shall be recorded therewith a certificate of completion executed by a registered and licensed engineer or architect certifying that all structural components and mechanical systems in the buings are substantially completed in accordance with the plans as required by Section 448.2-101-2.

5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall mean all land and all portions of the property not contained within any unit, including, but not by way of limitation, roofs, foundations, pipes, ducts, flues, floors, ceilings, conduits, wires, and other utility installations to the outlets, bearing walls, perimeter walls, to the undecorated or unfinished interior surfaces thereof, regardless of location, walkways, gardens, recreational areas, if any, and facilities which are now or hereafter contained within the property, all limited common elements as hereinafter

described, all installations of power, lights, gas, hot and cold water, existing for common use, and all other parts of the property necessary of convenient to its existence, maintenance, and safety or normally in common use, and all areas and facilities designated as common elements in the Act. All common elements not covered by the description of limited common elements are hereby described as General Common Elements.

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

Limited common elements shall mean and include all attics, patios, stairways, walkways, gardens, courtyard, storage areas, uncovered parking spaces, and other areas designed herein and in the record of survey map as reserved for the use of certain units to the exclusion of the other units. Each owner, by accepting a deed to his unit, agrees to the designation of limited common elements herein and in the record of survey map.

PROVISION NO. 4

UNIT NUMBER AND PERCENTAGES OF UNDIVIDED INTEREST
IN COMMON ELEMENTS

1. The unit number and the maximum percentage of undivided interest in the common elements appurtenant to each unit and its owner for all purposes, including voting, is set forth in Exhibit "B." Such maximum interest shall be subject to diminution, to accommodate expansion of the condominium under the provisions of Articles 6 and 7. Except as provided in Articles 6, 7, 12 and 14, resulting in additional units to the condominium, the percentage of undivided interest in the common elements appurtenant to any unit shall not be changed, except with the unanimous consent of all of the owners of all of the condominiums

expressed in an amendment to this declaration duly executed by all such owners and recorded.

2. Such percentages have been computed by taking as a basis of each unit as the number 1 in relation to the total number of all of the units, including units added to the condominium by Declarant. The maximum percentage interest of a unit owner in the common elements is 100%; the minimum percentage of interest in the common elements is 0.17%. Common element expense shall be allocated on the same basis.

PROVISION NO. 5

PURPOSE OF PROPERTY AND USE RESTRICTIONS THEREON

1. The purpose of the property is to provide residential housing, parking, and perhaps recreational facilities for unit owners, their respective families, tenants, guests, and servants.

2. The units and common elements shall be occupied and used as follows:

a. No commercial business shall be permitted within the property.

b. There shall be no obstruction of the common elements. Except in the case of designated storage areas, and during condominium construction and development, nothing shall be stored in the common elements without the prior written consent of the Board of Directors of the Association of Unit Owners. The developer and its sub-contractors shall have the right to store building materials and equipment on the common elements.

c. Nothing shall be done or kept in any unit or in the general or limited common elements which shall increase the rate of insurance on other units, on the general or limited

common elements without the prior written consent of the Board of Directors of the Association of Unit Owners. No unit owner shall permit anything to be done or kept in his unit or in the general or limited common elements which will result in the cancellation of insurance of any unit or any part of the general or limited common elements, or which would be in violation of any law. No waste will be committed of the general common elements or limited common elements.

d. No sign of any kind shall be displayed to the public view or from any unit or from the general or limited common elements without the prior written consent of the Board of Directors of the Association of Unit Owners. Developer shall be permitted to place signs on the common elements, limited common elements and units to advertise the condominium project without necessity of consent from the Association of Unit Owners.

e. No animals, livestock, or poultry of any kind shall be bred, or kept in any unit or in the general or limited common elements; except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors of the Association of Unit Owners.

f. No noxious, dangerous, or offensive activity shall be carried on in any unit or in the general or limited common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g. Nothing shall be altered, or constructed in, or removed from the general or limited common elements, except upon

the prior written consent of the Board of Directors of the Association of Unit Owners.

h. The Board of Directors of the Association of Unit Owners is authorized to adopt rules for the use of the general or limited common elements, and prescribe penalties for any violation thereof, and shall furnish such rules in writing to the unit owners, who shall be bound thereby.

i. No owner shall install, attach, or hang, or allow to be installed, attached, or hung, any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment, or wiring in or across any portion of any common elements; protruding from any balcony or through any wall, floor, ceiling, window, or door which is a common element, except as approved by the Board of Directors of the Association of Unit Owners. All radios, televisions, electrical equipment, or appliances of any kind or nature and the wiring therefor, installed or used in a condominium unit shall fully comply with all laws, regulations, or requirements of all federal, state and local public authorities having jurisdiction.

j. Each owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations, or requirements of any governmental agency or authority with respect to the occupancy and use of his unit, and with the provisions hereof, and the Bylaws, and Rules and Regulations promulgated hereunder or by the Association of Unit Owners.

k. None of the rights and obligations of the owners

created herein, or by the deeds conveying the condominiums, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owner if said encroachment occurred due to the willful conduct of said owner or owners.

1. Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the general and limited common elements, and the right to store materials thereon and make such other use thereof as may be incident to construction, development, and sales of the

condominiums and operation of the units and common elements in connection with the Chateau Country Club condominium project and the overall development of which the property is a part.

Declarant and its agents shall retain the right to use of the sales office and model units and the general and limited common elements, in connection therewith, during the period of development and sale of the Chateau Country Club condominium project, including future additional phases of development and erect signs advertising the condominium project and its units. Declarant may use any unsold unit as a sales office or model unit.

PROVISION NO. 6

EXPANDABLE CONDOMINIUM

The Declarant hereof expressly reserves the option and right

to expand this condominium pursuant to Sections 448.2-105, 448.2-106 and 448.2-110 of the Act and subject to the provisions of this Article:

1. The consent of unit owners of the project shall not be required for such expansion, and the Declarant may proceed with such expansion at its sole option; provided, however, that when necessary, the Veteran's Administration approval shall be first obtained.

2. This option to expand the condominium project, in whole or in part, shall expire seven (7) years after the recording of the initial declaration, if not sooner exercised; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land record wherein this declaration is recorded an executed and notarized document terminating this option;

3. The additional land, or any part thereof which may, at the option of Declarant, be made part of the expandable condominium, is located in St. Charles County, State of Missouri, and is more particularly described as follows, to wit:

A tract of land being part of U. S. Survey 1198, Township 46 North, Range 4 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the easternmost common corner of U. S. Survey 3280 and 1198; thence along the common line of U. S. Survey 1198 and U. S. Survey 165, South 32 degrees 45'46" East, 2121.36 feet to the most eastern corner of a 40-foot-wide dedication strip as shown on Chau Country Club Revised Easement and Road Dedication Plat, Phase One, as recorded in Plat Book 25, Page 139, of the St. Charles County Recorder's office; thence with the southeast line of said Phase One Easement Plat and the North line of property now or formerly owned by S. W. Bass, per deed recorded in Book 713, Page 981, property now or formerly of I. Van Veen,

as recorded in Book 711, Page 1035, of said St. Charles County Recorder's office, South 57 degrees 41'30" West, 777.36 feet to THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; thence continuing South 57 degrees 41'30" West, along said I. Van Veen tract and the North line of Kunze Subdivision, as recorded in Plat Book 5, Page 39 of said St. Charles County Recorder's office, 358.16 feet; thence leaving said North line, North 31 degrees 37'40" West, along the East line of property now or formerly of R. G. McKelvey, 2104.01 feet to an old stone on the common line of U. S. Surveys 1198 & 3280; thence North 56 degrees 48'50" East, 1100.55 feet; thence South 31 degrees 45'46" East, 654.57 feet; thence South 57 degrees 38'12" West, 334.27 feet; thence South 32 degrees 45'46" East, 602.70 feet; thence North 57 degrees 14'14" East, 324.27 feet; thence South 32 degrees 45'46" East, 492.89 feet; thence along a curve to the right, having a radius of 40.00 feet, a central angle of 66 degrees 26'13" and an arc length of 46.38 feet; thence along a curve to the right, having a radius of 475.00 feet, a central angle of 04 degrees 58'20" and an arc length of 21.22 feet; thence North 32 degrees 18'30" West, 89.00 feet; thence South 57 degrees 41'30" West, 325.00 feet; thence South 76 degrees 41'30" West, 221.20 feet; thence south 38 degrees 26'18" West, 322.74 feet; thence South 26 degrees 02'23" West, 129.77 feet; thence along a curve to the left having a radius of 175.00 feet a central angle of 92 degrees 22'53" an arc length of 282.16 feet to a point of compound curve to the left having a radius of 350.00 feet, a central angle of 07 degrees 20'03" an arc length of 44.80 feet; thence South 20 degrees 25'10" West, 132.76 feet; thence along a curve to the left having a radius of 100.00 feet, a central angle of 95 degrees 55'42", an arc length of 167.43 feet; thence South 75 degrees 30'30" East, 54.89 feet; thence along a curve to the left having a radius of 50.00 feet a central angle of 46 degrees 48'00" an arc length of 40.84 feet; thence North 57 degrees 41'30" East, 67.54 feet; thence South 32 degrees 18'30" East, 165.00 feet to the point of beginning and containing 39.431 acres.

A tract of land being part of U. S. Survey 1198, Township 46 North, Range 4 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the most southern corner of the revised plat of Chateau Country Club Plat One as recorded in Plat Book 25, Page 139 of the St. Charles County Recorder's office; thence along the western line of Phase One North 32 degrees 18'30" West, 165.00 feet to the point of beginning of the tract of land herein described; thence South 57 degrees 41'30" West, 67.54

feet; thence along a curve to the right having a radius of 50.00 feet, a central angle of 46 degrees 48'00", an arc length of 40.84 feet; thence North 75 degrees 30'30" West, 54.89 feet; thence along a curve to the right having 100.00 feet, a central angle of 95 degrees 55'42", an arc length of 167.43 feet; thence North 20 degrees 25'10" East, 107.70 feet; thence along a curve to the left having a radius of 375.00 feet, a central angle of 22 degrees 04'24", an arc length of 144.46 feet; thence North 84 degrees 31'30" East, 9.05 feet to the western line of said Phase ONE; thence along said eastern line South 05 degrees 28'30" East, 172.54 feet to the point of beginning and containing .970 acres.

4. The Declarant need not add all or any portion of the additional land described in Provision No. 6.3 to the condominium; however, the Declarant may add portions of the additional land to the condominium and may do so at different times and out of Phase sequence; such portions as are added to the condominium shall be substantially as set forth on the plat and marked Exhibit "A," and the order of such addition may, but is not required to, be in the sequence shown on Exhibit "A".¹

The approximate locations of improvement that may be located on the additional land are shown on the plat designated Exhibit "A"; however, Declarant reserves the right to change the location of such improvements if required to achieve the best development in the opinion of the Declarant;

6. The improvements to be placed on the additional lands shall contain no more than fourteen (14) units consisting of two buildings each seven (7) units.

¹Exhibit A not included in Original Sale Certificate.

7. Upon the additional land and the portions thereof, Declarant may at Declarant's sole option, construct recreational and service amenities for the purpose of serving this condominium and the condominium as expanded by the additional land and other properties not part of the condominium;

8. The improvements to be placed on the additional land will be compatible with the improvements located within the rest of the condominium and will be of the same or similar quality of construction and materials, and the architectural style may not be substantially identical to that of the improvements located within the rest of the condominium;

9. Other above ground improvements to be placed on the additional land shall be limited to parking, commercial, and service facilities;

10. The units to be created in the improvements on the additional land will be substantially identical to the units in the project; however, the Declarant reserves the right to change the size, design, and mix of the units in order to meet requirements of the market;

11. The Declarant reserves the right to create limited common elements within a portion of the additional land and to designate common elements therein which may subsequently be assigned as limited common elements for the purpose of making parking spaces, and such other traditional types of limited common elements as the Declarant may see fit;

12. Declarant reserves the right to create convertible land within any portion of the additional land which may be made a

part of the expanded condominium and to convert the same into units and/or limited common elements, and to determine the types, sizes, and maximum number of such units and/or limited common elements provided appropriate supplements to the declaration, and the floor plans are filed and construction is commenced with the time periods otherwise permitted.

13. All conditions required by the ordinances of the City of St. Charles, Missouri, have been complied with.

14. Declarant may not impose a lien of any kind on a prior phase or stage of the Condominium for the purpose of financing a subsequent Phase of the Condominium.

PROVISION NO. 7

CONVERTIBLE LAND

Declarant has designated the land described in Provision No. 6 hereof as convertible land, and Declarant reserves the right to convert such convertible land into units, common elements and/or limited common elements, but is not required to do so.

PROVISION NO. 8

MODEL UNITS AND SALES OFFICE

Declarant and declarant's duly authorized agents, representatives, and employees shall have the right to maintain model units and a sales office in any unsold units on land within the project, and to use the model units and sales office during the period that units in the present or subsequent phases remain unsold. No more than five model units and two sales offices will be constructed and maintained by Declarant in Phase II.

Declarant and its agents further reserve the right to construct

and maintain model units and sales offices in subsequent phases of the project, and with no more than five models and two sales offices in each phase.

PROVISION NO. 9

DEVELOPER'S EASEMENT

Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the general and limited common elements, or any additional land or convertible land which may hereafter be added to the project in accordance with the Provisions No. 7 and No. 8 and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the condominiums and operation of the units and common elements in connection with the Condominium and the overall development, of which the property is a part. Declarant and its agent shall retain the right to use the sales office and model units and the general and limited common elements, in connection therewith, during the period of development and sale of the Condominium, including additional phases of development.

PROVISION NO. 10

BOARD OF DIRECTORS

1. The governing board of Chateau Country Club Condominium shall be the Board of Directors of the Chateau Country Club Owners' Association, a nonprofit corporation, which shall manage and maintain the property and business of the project pursuant to the provisions of this Declaration, its Articles of

Incorporation, Exhibit "C" attached hereto, and its Bylaws, Exhibit "D" attached hereto. AS Recorded in Book 1059 P. 3.

2. Subject to the provisions of Section 448.3-103(5) Revised Statutes of Missouri, all rights, duties and functions of the Board of Directors shall, at Declarant's option, be exercised by Declarant. Declarant shall have the option at any time after the date of the filing of this Amended Declaration and prior to the time provided in Section 448.3-103(5) Revised Statutes of Missouri to turn the responsibility of electing all of the members of the Board of Directors to Chateau County Club Owners' Association. In no event shall the Declarant have control of the Board of Directors for a period longer than seven (7) years from the date of the initial Declaration of Condominium. The control of the Board of Directors is subject to the provisions of the Act.

PROVISION NO. 11

MAINTENANCE, ALTERATION, AND IMPROVEMENT

1. The maintenance, replacement, and repair of the common elements shall be the responsibility of the Board of Directors and the cost thereof shall be a common expense. The Board of Directors shall replace and repair storage areas, and other limited common elements. The Board of Directors shall also maintain, replace, and repair all conduits, ducts, plumbing and wiring, and other facilities for the furnishing of gas, light, power, water, and sewer contained in the portions of the units that service part of parts of the property other than the unit in which they are contained. All incidental damages caused to a unit by the maintenance, replacement, and repair of the common

elements or utility services shall be repaired promptly at the expense of the Board of Directors.

2. The unit owners shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the unit owner's unit, except those portions to be maintained, repaired, and replaced by the Board of Directors. The unit owners shall keep clean and in a sanitary condition their storage areas, balconies, patios, and other limited common elements, if any.

PROVISION NO. 12

DESTRUCTION OR DAMAGE

1. In case of fire or any other disaster which causes damage or destruction to all or part of the property, the Board of Directors, with the help of an independent appraisal, shall determine the percentage of the property that was destroyed or substantially damaged. If less than two-thirds (2/3) of the total property was destroyed or substantially damaged, the Board of Directors shall arrange for the prompt repair and restoration of said property using the proceeds of insurance on the same for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentages of undivided interest in the common elements. Reconstruction of the property shall mean the restoring of the building to substantially the same condition it was in prior to the damage or destruction, with each unit and the common elements having the same vertical and horizontal boundaries as before,

unless the destruction or damage is by reason of eminent domain, in which event the provision of Paragraph 26 hereof shall apply.

2. If two-thirds (2/3) or more of the total property is destroyed or substantially damaged, the Board of Directors shall, within one hundred (100) days after such destruction or damage, call a special meeting of the unit owners for the purpose of deciding whether or not the property shall be repaired and restored. If at least three-fourths (3/4) of the unit owners, in person or by proxy, vote to repair or restore the building or buildings, the Board of Directors shall promptly arrange for the reconstruction of the same, using the proceeds of insurance on the buildings affected for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentage of undivided interest in the common elements. If the destruction or damage is by reason of eminent domain, the provisions of paragraph 26 hereof shall apply. However, in the event of at least two-thirds (2/3) of the total property is destroyed or substantially damaged, and less than three-fourths (3/4) of the unit owners vote to make provision for reconstruction, the Board of Directors shall record, with the County Recorder, a notice setting forth such facts; and upon the recording of such notice: (i) the property shall be deemed to be owned in common by the unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements, (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing

priorities to the undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all unit owners in a percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by each unit owner.

3. For purposes of this Paragraph 3, the terms "disaster," "destruction," or "substantial damage" shall include a temporary or permanent taking, injury, or destruction of all or part of the common elements, or one or more units or portions thereof by the exercise of the power of, or power in the nature of eminent domain, or by an action or deed in lieu of condemnation.

PROVISION NO. 13

INSURANCE

1. The Board of Directors shall obtain and maintain at all times insurance coverage to carry out the purposes of this Declaration. Such coverage shall be of the type and kind as provided herein and shall include insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to the property in construction, design, and use. The Board of Directors shall make every reasonable effort to obtain insurance

with the following provisions or endorsements:

a. Exclusive authority to adjust losses shall be vested in the Board of Directors as insurance trustee;

b. The insurance coverage shall not be brought into contribution with insurance purchased by individual unit owners or their respective mortgagees;

c. Each unit owner may obtain additional insurance covering his real property interest at his own expense;

d. The insurer waives its right of subrogation as to any claims against each unit owner;

e. The insurance coverage cannot be cancelled, invalidated, or suspended because of the conduct of any one or more individual unit owners or their respective lessees, employees, agents, contractors, and guests;

f. The insurance coverage cannot be cancelled, invalidated, or suspended because of the conduct of any officer or employee of the association, or Board of Directors or their employees, agents, or contractors, without prior demand in writing that the Board of Directors cure the defect, and then only if the defect is not cured within fifteen (15) days.

2. The Board of Directors, for the benefit of the property and the unit owners, shall maintain a policy or policies of casualty and multiperil, "all risk" insurance on the property, with the provisions and endorsements as set forth in Paragraph 1 above, if obtainable, also with extended coverage endorsements, for the full insurance replacement value of the units, common elements, items of common personal property and fixtures, payable

to the Board of Directors as insurance trustee to be disbursed in accordance with the terms of the Declaration. The limits and coverage of said insurance shall be reviewed at least annually by the Board of Directors and shall include an appraisal of the property by a qualified representative of the insurance company writing the master policy on the property. Said policy of policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit.

3. The Board of Directors shall obtain a policy of policies of insurance insuring the Board of Directors and its employees, including the manager, the unit owners and their respective lessees, servants, agents or guests against any liability to the public or to the owners of units, members of the households and unit owners, their respective invitees or tenants, incident to the ownership and/or use of the property, and including the personal liability exposure to the unit owners, incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one occurrence, and shall not be less than \$100,000.00 for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board of Directors and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims for any one or more or group of insureds against any one or more or group of insured, without prejudice to the right of a named insured under

the policies to maintain an action against another named insured.

4. Each unit owner shall be required to notify the Board of Directors of, and shall be liable for, any increased insurance premium for insurance maintained by the Board of Directors on all improvements made by the unit owner to his unit, the value of which is in excess of One Thousand Dollars (\$1,000). Each unit owner shall bear the risk of loss for all improvements made to his unit that were not the subject of notice to the Board of Directors.

5. Any unit owner who obtains individual insurance coverage covering any portion of the property, other than personal property belonging to such unit owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after obtaining such insurance coverage.

6. No unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Board of Directors, on behalf of all of the unit owners, may realize under any insurance policy that the Board of Directors may have in force covering the property or any part thereof at any time.

PROVISION NO. 14

TERMINATION

1. In the event two-thirds (2/3) or more of the property is destroyed or substantially damaged, and if the unit owners vote not to reconstruct the buildings, the property shall be removed from the provisions of the Act without further agreement

one hundred and one (101) days after such destruction or damage.

2. If at least 85 percent of the unit owners in person or by proxy vote to remove the property from the provisions of the Act, the property shall be removed from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owners in the property.

3. After removal of the property from the Act, the unit owners shall own the property and all assets of the association as tenants in common and the respective mortgagees and lienors shall be the same as the percentage of undivided interest in the ~~common elements appurtenant to the owners' units prior to removal~~ from the Act.

4. This Provision cannot be amended without consent of all unit owners and all record owners or mortgagees on units.

PROVISION NO. 15

EMINENT DOMAIN

1. The distribution of proceeds or awards by reason of eminent domain shall be distributed in accordance with the Act.

2. Changes in units, in the common elements, and in the ownership of the common elements that are affected by the taking referred to in this Provision, shall be evidenced by an amendment to this Declaration and the floor plans, which must be approved by all unit owners.

PROVISION NO. 16

MORTGAGE PROTECTION

1. The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.

2. The Board of Directors shall maintain a roster of unit owners from the evidence of change of ownership furnished to the Board of Directors, which roster shall include the mailing addresses of unit owners. If the Board of Directors has been given sufficient information by unit owners or their mortgagees, the Board of Directors shall maintain another roster which shall contain the name and address of each mortgagee of a unit. Each notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee.

3. Any mortgagee on any unit is entitled to written notification from the Board of Directors of any default by the mortgagor of such unit in the performance of such mortgagor's obligation under the declaration which is not cured within thirty (30) days.

4. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or unit owner charges or any other default, shall send a copy of such notice to any listed mortgagee holding a listed mortgage covering the unit or units affected by such default.

5. A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the mortgage,

foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all units, including the mortgaged unit).

6. The liens created under the Act or pursuant to the Declaration or the Bylaws upon any unit shall be subject and subordinate to, and shall not affect the rights of, a mortgagee upon such interest made in good faith and for value, provided that after the foreclosure sale, said liens, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

7. No amendment to this paragraph shall affect the rights of a mortgagee whose interest evidenced by a mortgage was recorded prior to the recordation of any such amendment not otherwise entitled therein.

PROVISION NO. 17

CONVEYANCES AND EASEMENTS

1. Every deed, lease, mortgage, or other instrument may describe a unit (including such unit's attached or detached garage) by its identifying number set forth in Exhibit "B" and in the floor plans, Exhibit "A". Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise effect the unit

owner's corresponding percentage of undivided ownership in the common elements, as a tenant in common, as set forth in Exhibit "A," even though the same is not exactly mentioned or described.

2. Every deed, lease, mortgage, or other similar instrument shall be deemed to:

a. Except and reserve with respect to a unit: (1) any portion of the common elements lying within said unit; (2) easements through said unit, appurtenant to the common elements and all other units, for support and repair of the common elements and all other units; (3) easements, appurtenant to the common elements, for encroachments upon the air space of said unit by those portions of the common elements located within said unit.

b. Include with respect to a unit nonexclusive easements for ingress and support of said unit through the common elements for the repair of said unit through all other units and through the common elements.

c. Except and reserve, with respect to the undivided percentage interest in the common elements, nonexclusive easements appurtenant to all units for ingress, egress, support, and repair.

d. Include, with respect to the undivided percentage interest in the common elements, nonexclusive easements through each unit for support and repair of the common elements and nonexclusive easements for encroachments upon the air space of all of the units by and for the portions of the common elements lying within the units.

PROVISION NO. 18COMBINATION OF UNITS

1. An owner of two or more adjoining units shall have the right upon approval of the Board of Directors to combine one or more adjoining units or portion thereof and to alter or amend the Declaration, the Articles of Incorporation, the Bylaws, and condominium plat and plans to reflect such combination.
2. Such amendments may be accomplished by the unit owner recording an amendment or amendments to the Declaration, the Articles of Incorporation, and Bylaws, together with the amended condominium plat and plans containing the same information with respect to the altered units as required in the initial Declaration and condominium plat and plans with respect to the initial units. All costs and expenses required in such amendments shall be borne by the unit owner desiring such combination.
3. All such amendments to the Declaration and Bylaws and condominium plat and plans must be approved by attorneys employed by the Board of Directors to ensure the continuing legality of the Declaration, the Bylaws, and the condominium plat and plans. The cost of such review by the attorneys shall be borne by the person wishing to combine the units.
4. Any amendment of the Declaration, the Bylaws, or condominium plat and plans pursuant to this Provision shall reflect the changes occasioned by the alteration. Such change shall include a change in the percentage of undivided interest in the common elements which are appurtenant to the units involved

in the alterations. The remaining combined unit, if two or more units are totally combined, will acquire the same percentage of undivided interest in the common elements appurtenant to the units as any other simple unit. If a portion of one unit is combined with another, the resulting units shall acquire the same percentage of the total undivided interest in the common elements as any other simple unit. It is the intent of declarant that the size of any unit does not alter or relate to the percentage of individual interest in the common elements or limited common elements appurtenant to each unit. The percentage of undivided interest in the common elements appurtenant to all other units shall not be changed. All such amendments must, in all instances, be consented to by the Board of Directors and also all other persons holding interest in the units affected. The consent of other unit owners need not be obtained to make such amendments or alterations valid, providing the percentages of undivided interest in the common elements of the other unit owners remain unchanged.

PROVISION NO. 19

ASSESSMENTS

1. Agreement to pay assessments. Each owner of a unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Board of Directors to pay his proportionate share of the common expenses and special assessments for capital improvements and other matters in such amounts and at such times as determined by the

Board of Directors in accordance with the terms of the Bylaws, Exhibit "B."

2. Lien for unpaid assessments. All sums assessed to any unit together with interest and a reasonable attorney fee thereon, shall be secured by a lien on such unit in favor of the Board of Directors. Such lien shall be superior to all other liens and encumbrances, except as provided for in the Bylaws, Exhibit "B," and foreclosure and collection shall be as therein provided for.

PROVISION NO. 20

DECLARATION OF MISCELLANEOUS PROVISIONS

1. Except as provided below, in Paragraph 2, and except as prohibited by the Act, the provisions of this Declaration may be amended only by an instrument in writing signed and acknowledged by owners who own undivided percentage interests of not less than 75 percent of the Chateau Country Club condominiums, which amendment shall be effective upon recording.

2. Declarant is hereby vested with the right to amend and supplement this Declaration and the floor plans as may be reasonably necessary or desirable to facilitate the practical, technical, administrative, or functional integration of Phase I, II or of any subsequent phase, or the addition of additional land or conversion of any convertible land into the Chateau Country Club condominiums.

3. As each additional phase is added to the Chateau Country Club Condominiums, the supplemental Declaration and supplemental condominium plat and plans associated with such phase shall, in the manner detailed in Paragraph 7 of this

Declaration, supplement and amend all such instruments relating to all phases previously included in the Chateau Country Club condominiums.

Each unit owner shall strictly comply with the provisions of the Declaration, the Bylaws, the community rules and regulations, and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or its designee on behalf of the unit owners, or in an appropriate case, by an aggrieved unit owner.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any other provision hereof.

The captions to this Declaration 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 hereof.

This Declaration, the condominium plat and plans, and Bylaws shall be construed and controlled by and under the laws of the State of Missouri, and if in any respect conflict with the Act, the provisions of the Act shall prevail.

This Third Amended Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of August, 1986.

BY: Donald Colli President
President

ATTEST:

Secretary



condo/1
8/20/86(2)

STATE OF MISSOURI)

COUNTY OF ST. CHARLES)

) SS.
)

BOOK 1103 PAGE 947

On this 22nd day of August, 1986, before me appeared Don Collier, Jr., to me personally known, who, being duly sworn, did say that he is the President of Chateau Builders, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

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

Barbara Lenzing
Notary Public

My commission expires:

BARBARA LENZING
NOTARY PUBLIC—STATE OF MISSOURI
COUNTY OF ST. CHARLES
MY COMMISSION EXPIRES JUNE 30, 1987

29533

STATE OF MISSOURI
COUNTY OF ST. CHARLES
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[Signature]
RECORDS