

BY-LAWS  
OF  
HIGHLAND VILLAGE TOWNHOME  
ASSOCIATION

ARTICLE I

**NAME AND LOCATION.** The name of the corporation is Highland Village Townhome Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5730 Wise Avenue, St. Louis, Missouri 63110, but meetings of members and directors may be held at such places within the State of Missouri, City or County of St. Louis, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

**Section 1.** "Association" shall mean and refer to Highland Village Townhome Association, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property hereinbefore described as plat One on Exhibit A to the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, specifically including any and all portions of the Parcel described and set forth in the Declaration by the conveyance to the Association of the Common Areas located within such subsequently platted phases of the Parcel.

**Section 3.** "Common Area" shall mean all real property (including the improvements thereto) presently owned or hereafter owned by the Association for the common use and enjoyment of the Owners, subject, however, to the uses, limitations, conditions, and restrictions set forth in the Declaration. The Common Area may be expanded to include the areas designated as such within the subsequently platted phases of the Parcel by the conveyance of such designated Common Area to the Association as hereinafter provided in Section 4 of Article IX of the Declaration.

**Section 4.** "Lot" shall mean and refer to the separately designated and numbered lots shown upon the Subdivision Plat of Highland Village - Plat One, recorded in plat Book 249 Pages 48 and \_\_\_\_\_ of the Office of Recorder of Deeds for St. Louis County, Missouri, together with the lots shown on any successive plats of portions of the Parcel, which plats shall have the words "Highland Village" preceding the plat number designation of each such plat and the designated Common Areas of which plats have been conveyed to the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding Declarant.

Section 6. "Declarant" shall mean and refer to Highland Village Development Corp. and to its successors, and assigns, if successors and assigns should acquire more than one undeveloped Lot or other portions of the Parcel, which could be subdivided into Lots, from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Office of the Recorder of Deeds for the County of St. Louis, Missouri.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not

be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating

Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, including recreational facilities, if any, and governing the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association pursuant to the By-Laws, the Articles of Incorporation and the Declaration and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ as a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;



(e) procure and maintain adequate liability and hazard insurance on property owned and/or controlled by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area, including without limitation the recreational areas and facilities, if any, to be maintained, repaired and re-constructed;

(h) cause the exterior of the dwellings to be maintained.

(i) exercise control over the Common Area, including without limitation the recreational areas, if any, and the streets within the Subdivision;

(j) pay real estate taxes and assessments on said Common Area out of the assessments provided for in the Declaration;

(k) prevent any infringement upon and to compel the performance of any restriction or covenant set out in the Declaration or any rules and regulations issued by the Association covering the use of the Common Area including the Common Walkway Area or any matters relating thereto, provided, however, this provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf, but the power and authority herein granted to the Directors are intended to be discretionary and not mandatory;

(l) dedicate easement rights, if any, on any portion or portions of the Common Area whenever the majority of the Owners in the Subdivision consent thereto in writing and whenever such dedications would be accepted by a proper public agency;

(m) clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or property, and the Owners thereof shall be charged with the reasonable expense therefor so incurred, and the Board or its officers, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting;

(n) consider, approve, or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, or any other improvement or structure proposed for construction and

erection on the Lots, proposed additions to such building or alterations in the external appearance of buildings already constructed; and consider, approve, or reject any or all plans, designs, specifications, or uses, whether present or proposed, of Owners or residents for doors, storm doors, windows, storm windows, exterior lamps and lighting fixtures, exterior hardware and ornamentation of all kinds, exterior paint colors, or landscaping;

(o) require, if deemed reasonably necessary, a reasonable deposit, bond, or escrow agreement (in form satisfactory to the Board) in connection with the proposed erection of any building or structure, fence, detached building, outbuilding or other structure on any Lot in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and any and all damages to Subdivision improvements shall be repaired;

(p) provide for the public health, safety, welfare and morals of the Owners and residents of the Subdivision;

(q) borrow money and make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien, security interest, or encumbrance on property, real, personal or mixed, owned by the Association; provided the written consent of all Owners and holders of first deeds of trust on the Lots is first had and obtained;

(r) enter into contracts, employ agents, servants and labor as they may deem necessary in exercising the rights, powers and privileges granted to the Board and in discharging the duties imposed upon the Board by the provisions of the Declaration, Articles of Incorporation and these By-Laws, and employ counsel to institute and prosecute such suits as the Board may deem necessary or advisable, and defend suits brought against them individually or collectively in their capacity as members of the Board of Directors.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1)

year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.



#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Highland Village Townhome Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Highland Village Townhome Association, have hereunto set our hands this 2<sup>nd</sup> day of April, 1986.

C.E. McCaskill Jr.  
C.E. McCaskill Jr.

Joel F. LaRose  
JOEL F. LA ROSE

W. Patrick Farris  
W. PATRICK FARRIS

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Highland Village Townhome Association, a Missouri not-for-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 2<sup>nd</sup> day of APRIL, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2<sup>nd</sup> day of APRIL, 1986.

Secretary

Joel L. La Rose  
JOEL L. LA ROSE

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HIGHLAND VILLAGE**

THIS AMENDMENT ("Amendment") effective the 1st day of July, 1991 entered into by and between the Highland Village Townhome Association ("Association") and the undersigned owners of Lots comprising Highland Village Plat One, Highland Village Plat Two and Highland Village Plat Four ("Lot Owners"). 9735 Landmark Parkway Dr., St. Louis Mo. 63127

Premises:

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A. The Declaration of Covenants, Conditions and Restrictions for Highland Village dated March 25, 1986 was recorded at Book 7935, Page 2065-2084 in the Office of Recorder of Deeds, St. Louis County, Missouri ("Declaration");

B. Only the lots as identified by the lot numbers and/or addresses in exhibit A are subject to the Declarations.

C. The Declarant named in said Declaration did not complete construction of townhouses on Lots in Phase One and Phase Two and the Association and Lot Owners recognize that developing the undeveloped Lots as shown on Phase One and Phase Two in the same manner is not feasible and desire that Lindbergh Properties, Inc. or its assigns ("Lindbergh") complete the development of Phase One and Phase Two to enhance the value of their property;

D. In order for Lindbergh to undertake any development of Phase One and Phase Two, Lindbergh requires that the Association and the Lot Owners enter into this Amendment; and

E. In order to induce Lindbergh to undertake such development, the Association and the Lot Owners have agreed to enter into this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Association and the Lot Owners hereby agree to amend the Declaration as follows:

1. Portion of Parcel subject to Declaration. No portion of the Parcel, as defined in the Declaration, except that portion shown as Plat One, Plat Two and Plat Four is subject to the Declaration or has been annexed and included within the Properties, as defined in the Declaration.

2. Amendments to Declaration. The Declaration is hereby amended as follows:

a. Clause (2) of Article IV, Section 2 is deleted in its entirety and the following is substituted in lieu and instead thereof:

(2) for paying for expenses of grass cutting and lawn care of only those individual Lots which have been improved by attached townhouses which share a Common Roof or Common Driveway, (all of which bills shall be deemed to be a common expense of the Subdivision, payable by the Association from the annual assessments), and . . .



b. The last sentence of Article IV, Section 6 is deleted in its entirety and the following is substituted in lieu and instead thereof:

The uniform rate for all Lots on which detached townhouses without a Common Roof or Common Driveway are or may be built shall be equal to five-tenths (.5) times the uniform rate for all Lots on which attached townhouses are or may be built. This rate shall be effective for all assessments made after the effective date of this Amendment.

c. The last sentence of Article V, Section 1(r) is deleted in its entirety and the following is substituted in lieu and instead thereof:

No Owner of an attached townhouse shall undertake the landscaping, shrubbing and/or planting of the front end of his Lot without the prior written approval the Directors regarding such intended landscaping, shrubbing and/or planting.

4. Effect of Amendment. Except as amended by this Amendment, the Declaration shall continue in full force and effect according to its terms.

5. Counterparts. This Amendment may be executed in multiple, original counterparts, each of which shall constitute a part of this Amendment and all of which shall constitute the entire Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date set forth below, effective the date first-above written.

HIGHLAND VILLAGE TOWNHOME  
ASSOCIATION ("Association")

By: Robert L. Seigel, A.P.  
Robert L. Seigel, Director

By: Steven C. Raithel  
Steven C. Raithel, Director

By: Jim Boland  
Jim Boland, Director

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

On this 27th day of November, 1991, before me a Notary Public in and for said State appeared Robert L. Seigel, Steven C. Raithel and Jim Boland to me personally known, who, being by me duly sworn did say that they are all of the directors of Highland Village Townhome Association and that the seal affixed to the foregoing instrument is the corporate seal of said Association, and that said instrument was signed and sealed on behalf of said Association by authority of its board of directors and said directors acknowledged said instrument to be the free act and deed of said Association.

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



Judith A. Horrell  
Notary Public

My Commission Expires:

Judith A. Horrell, Notary Public  
County of St. Louis, State of Missouri  
My Commission Expires May 28, 1994

## EXHIBIT A

133 Inverness	100 Glen Barr Ct.
134 Bracadale	100 Inverness
134 Inverness	101 Carnegie Ct.
134 Rutherglen	101 Inverness
135 Carnegie Ct.	102 Inverness
135 Inverness	103 Carnegie Ct.
135 Rutherglen	103 Inverness
136 Bracadale	105 Carnegie Ct.
136 Inverness	105 Inverness
137 Carnegie Ct.	106 Carnegie Ct.
137 Inverness	106 Inverness
138 Bracadale	107 Carnegie Ct.
138 Inverness	108 Carnegie Ct.
139 Carnegie Ct.	108 Glen Barr Ct.
139 Inverness	108 Inverness
139 Rutherglen	109 Carnegie Ct.
140 Bracadale	109 Inverness
140 Inverness	110 Carnegie Ct.
141 Carnegie Ct.	110 Inverness
141 Inverness	111 Inverness
142 Bracadale	111 Rutherglen
142 Inverness	112 Carnegie Ct.
143 Carnegie Ct.	112 Inverness
143 Inverness	113 Inverness
143 Rutherglen	114 Inverness
144 Bracadale	114 Rutherglen
144 Glen Barr Ct.	115 Carnegie Ct.
144 Inverness	115 Inverness
145 Carnegie Ct.	115 Rutherglen
145 Inverness	116 Carnegie Ct.
146 Inverness	116 Glen Barr Ct.
146 Rutherglen	116 Inverness
147 Carnegie Ct.	117 Carnegie Ct.
147 Inverness	117 Glen Barr Ct.
147 Rutherglen	117 Inverness
148 Inverness	118 Carnegie Ct.
149 Carnegie Ct.	118 Inverness
149 Glen Barr Ct.	118 Rutherglen
149 Inverness	119 Carnegie Ct.
150 Inverness	119 Inverness
151 Inverness	119 Rutherglen
151 Rutherglen	120 Carnegie Ct.
153 Inverness	120 Inverness
154 Inverness	121 Inverness
155 Inverness	122 Inverness
155 Rutherglen	123 Carnegie Ct.
156 Inverness	123 Rutherglen
157 Inverness	124 Inverness
158 Inverness	125 Carnegie Ct.
160 Inverness	125 Inverness
161 Inverness	126 Inverness
162 Inverness	126 Rutherglen
163 Inverness	127 Carnegie Ct.
164 Glen Barr Ct.	127 Inverness
164 Inverness	127 Rutherglen
166 Inverness	128 Bracadale
168 Inverness	128 Inverness
169 Rutherglen	129 Carnegie Ct.
170 Inverness	129 Inverness
171 Rutherglen	130 Bracadale
172 Inverness	130 Inverness
173 Rutherglen	131 Carnegie Ct.
174 Inverness	131 Inverness
175 Rutherglen	132 Bracadale
176 Inverness	133 Carnegie Ct.
177 Rutherglen	133 Glen Barr Ct.

(continued)

30029147 PAGE 1892

EXHIBIT A (continued)

178 Inverness		
179 Rutherglen		
180 Inverness		Lot 500 Glenbarr
181 Rutherglen		Lot 501 Glenbarr
182 Inverness		Lot 502 Glenbarr
182 Rutherglen		
183 Rutherglen		Lot 503 Glenbarr
184 Inverness		
186 Rutherglen	Lot 400 Rutherglen	Lot 504 Glenbarr
188 Inverness	Lot 401 Rutherglen	Lot 505 Glenbarr
189 Rutherglen	Lot 402 Rutherglen	Lot 506 Glenbarr
191 Rutherglen	Lot 403 Rutherglen	Lot 507 Glenbarr
193 Rutherglen	Lot 404 Rutherglen	Lot 508 Glenbarr
195 Rutherglen	Lot 405 Rutherglen	Lot 509 Glenbarr
197 Rutherglen	Lot 406 Rutherglen	Lot 510 Glenbarr
199 Rutherglen	Lot 407 Rutherglen	Lot 511 Glenbarr
228 Highland Village Dr.	Lot 408 Rutherglen	Lot 512 Glenbarr
230 Highland Village Dr.	Lot 409 Rutherglen	Lot 513 Glenbarr
232 Highland Village Dr.	Lot 410 Rutherglen	Lot 514 Glenbarr
234 Highland Village Dr.	Lot 411 Rutherglen	Lot 515 Glenbarr
246 Highland Village Dr.	Lot 412 Rutherglen	Lot 516 Glenbarr
248 Highland Village Dr.	Lot 413 Rutherglen	Lot 517 Glenbarr
249 Highland Village Dr.	Lot 414 Rutherglen	Lot 518 Glenbarr
250 Highland Village Dr.	Lot 415 Rutherglen	Lot 519 Glenbarr
252 Highland Village Dr.	Lot 416 Rutherglen	Lot 520 Glenbarr
253 Highland Village Dr.	Lot 417 Rutherglen	Lot 521 Glenbarr
254 Highland Village Dr.	Lot 418 Rutherglen	Lot 522 Glenbarr
256 Highland Village Ct.	Lot 419 Rutherglen	Lot 523 Glenbarr
257 Highland Village Dr.	Lot 420 Rutherglen	Lot 524 Glenbarr
258 Highland Village Dr.	Lot 421 Rutherglen	Lot 525 Glenbarr
259 Highland Village Dr.	Lot 422 Rutherglen	Lot 526 Glenbarr
260 Highland Village Dr.	Lot 423 Rutherglen	Lot 527 Glenbarr
261 Highland Village Dr.	Lot 424 Rutherglen	Lot 528 Glenbarr
262 Highland Village Dr.	Lot 425 Rutherglen	Lot 529 Glenbarr
263 Highland Village Dr.	Lot 426 Rutherglen	Lot 530 Glenbarr
264 Highland Village Dr.	Lot 427 Rutherglen	
266 Highland Village Dr.		
268 Highland Village Ct.		
270 Highland Village Dr.		
271 Highland Village Dr.		
273 Highland Village Dr.		
275 Highland Village Dr.		
277 Highland Village Dr.		
279 Highland Village Dr.		
282 Highland Village Dr.		
283 Highland Village Dr.		
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291 Highland Village Dr.		
292 Highland Village Dr.		
293 Highland		
295 Highland Village Dr.		
297 Highland Village Dr.		

ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL • CLAYTON, MO 63105



# RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. ( SHOWN ON THE 1st PAGE OF  
INSTRUMENT, AND ALSO  
AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS  
FILED FOR RECORD

91 DEC -2 PM 12: 06

RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

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

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

*Daniel J. Kearney*  
Recorder of Deeds  
St. Louis County, Missouri

By *Daniel J. Kearney*  
Deputy Recorder



BOOK 9147 PAGE 1894

POSTAGE \$ 29¢

RECORDING  
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DOCUMENT \$ 23.00

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ST. LOUIS COUNTY, MO.  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIGHLAND VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by  
HIGHLAND VILLAGE DEVELOPMENT CORP., a Missouri corporation, hereinafter  
referred to as "Declarant",

FILED FOR RECORD

WITNESSETH:

1986 JUN 30 PM 4:31

WHEREAS, Declarant is the owner of certain parcels of real estate located in the City of Valley Park, County of St. Louis, State of Missouri, hereinafter collectively referred to as the "Parcel", which is more particularly described as:

PARCEL NO. 1:

A tract of land which is part of Lots 14 and 15 of Meramec Pacific Railroad Subdivision in St. Louis County, Missouri, being more particularly described as follows:

A tract of land which is part of Lots 14 and 15 of Meramec Pacific Railroad Subdivision, St. Louis County, Missouri, as per plat thereof recorded in Plat Book 6, Page 97 of the St. Louis City (formerly County) records, and BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING at the intersection of the West line of said Lot 14 with the southern right-of-way of Vance Road being 40 feet wide; thence along the southern right-of-way of Vance Road, North 77°44'00" East, 195.84 feet; thence North 72°22'42" East, 926.14 feet to the centerline of Fish Pot Creek; thence leaving said right-of-way and following the centerline of Fish Pot Creek, South 44°07'31" East, 142.01 feet; thence South 53°44'25" East, 200.35 feet; thence South 58°03'55" East, 192.00 feet; thence South 56°34'48" East, 200.09 feet; thence South 68°05'57" East, 185.68 feet; thence South 69°35'07" East, 206.96 feet; thence South 25°03'05" East, 193.80 feet; thence departing from said creek South 76°59'18" West, 646.54 feet to the centerline of Fish Pot Creek; thence along said creek South 24°23'06" East, 363.50 feet to the northern right-of-way of Missouri Pacific Railroad; thence along said northern right-of-way, South 70°12'08" West, 776.97 feet; thence departing from said northern right-of-way North 16°44'29" West, 126.15 feet to a stone; thence South 77°17'46" West, 120.68 feet to a stone; thence South 22°03'29" East, 149.66 feet to the northern right-of-way of Missouri Pacific Railroad; thence along said northern right-of-way, which is a curve concave northerly having a chord of South 84°39'32" West, 767.36 feet, a radius of 3337.87 feet, a central angle of 13°12'04", and an arc length of 759.06 feet to the West line of Lot 14; thence along said lot line North 01°47'00" West, 1283.55 feet to the point of beginning and containing 49.895 acres.

PARCEL NO. 2:

A tract of land which is part of Lot 15 of Meramec Pacific Railroad Subdivision in St. Louis County, Missouri, being more particularly described as follows:

A tract of land which is part of Lot 15 of Meramec Pacific Railroad Subdivision, St. Louis County, Missouri, as per plat thereof recorded in Plat Book 6, Page 97 of the St. Louis City (formerly County) records, and BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING at the intersection of the West line of said Lot 14 with the southern right-of-way of

Vance Road being 40 feet wide; thence along said West line South  $01^{\circ}47'00''$  East, 1283.55 feet to the northern right-of-way of Missouri Pacific Railroad; thence along said right-of-way which is curve concave northerly having a chord of South  $84^{\circ}39'32''$  West, 767.36 feet, a radius of 3137.87 feet, a central angle of  $13^{\circ}12'04''$ , and an arc length of 769.06 feet to THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: thence continuing on aforesaid northern right-of-way North  $77^{\circ}40'45''$  East, 42.14 feet; thence South  $16^{\circ}45'25''$  East, 4.00 feet; thence North  $73^{\circ}14'35''$  East, 64.50 feet; thence departing from said northern right-of-way line North  $16^{\circ}44'29''$  West, 147.75 feet to a stone; thence South  $77^{\circ}17'46''$  West, 120.68 feet to a stone; thence South  $22^{\circ}03'29''$  East, 149.66 feet to the point of beginning and containing 0.389 acres.

WHEREAS, Declarant intends to develop the aforesaid Parcel as townhouses for sale in multiple phases, and the legal description for Highland Village - Plat One is set forth on Exhibit A, attached hereto and incorporated herein;

WHEREAS, Declarant intends by this Declaration that upon recording hereof only Plat One of the Parcel be subjected to the terms and provisions of this Declaration and that the subsequent phases of the Parcel become subject to the terms and provisions of this Declaration at such time as Declarant subdivides the same by recording successive plats of portions of the Parcel, which plats shall have the words "Highland Village" preceding the plat number designation of each such plat, and by Declarant transferring and conveying to Highland Village Townhome Association title to the entire Common Areas situated within the respective phases which shall be set forth on subsequently recorded plats of portions of the Parcel;

NOW, THEREFORE, Declarant hereby declares that all of Plat One of the Parcel, together with such additions thereto as may be hereinafter authorized, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### DEFINITIONS

Section 1. "Association" shall mean and refer to Highland Village Townhome Association, its successors and assigns.

Section 2. "Board of Directors" or "Directors" shall mean and refer to the Board of Directors of Highland Village Townhome Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) presently owned or hereafter owned by the Association for the common use and enjoyment of the Owners, subject, however, to the uses, limitations, conditions, and restrictions hereinafter provided in this Declaration and the Subdivision Plat. The Common Area set forth on the plat of Highland Village - Plat One which is to be owned by the Association at the time of the conveyance of the first Lot is described and set forth in Exhibit B attached hereto. The Common Area shall be designated as such on the Subdivision Plat. The Common Area may be expanded to include part of the remaining portion of the Parcel by platting and subdividing part of the remaining portion of the Parcel and designating thereon areas of the platted portion to be Common Area and by the conveyance of such designated areas to the Association; and upon the conveyance to the Association of the entire Common Area within each subsequent phase of the Subdivision Plat, all of the Lots within such Plat shall thereby be subjected to the terms and provisions of this Declaration, as hereinafter provided in Section 4 of Article IX.

Section 4. "Common Downspout" shall mean and refer to a downspout connected to Common Guttering.

Section 5. "Common Drain Tile" shall mean and refer the subsurface drain tile designed to handle the flow of subsurface water from two (2) or more lots and generally located adjacent to and paralleling the interior and/or exterior wall of residences situated on such Lots.

Section 6. "Common Driveway" shall mean and refer to an adjoining, contiguous driveway located on adjoining Lots within the Subdivision.

Section 7. "Common Guttering" or "Common Gutters" shall mean and refer to gutters into which surface water from a Common Roof drains.

Section 8. "Common Roof" shall mean and refer to a roof common to two (2) or more residences located on separate Lots of the Subdivision.

Section 9. "Declarant" shall mean and refer to Highland Village Development Corp. and to its successors, and assigns, if successors and assigns should acquire more than one undeveloped Lot or other portions of the Parcel, which could be subdivided into Lots, from Declarant for the purpose of development.

Section 10. "Lot" shall mean and refer to the separately designated and numbered lots shown upon the Subdivision Plat of Highland Village - Plat One which subdivides a part of the Parcel and is recorded in Plat Book 249, Pages 48 and — of the Office of Recorder of Deeds for the County of St. Louis, Missouri, and the lots set forth on future plats, if any, of any remaining part of the Parcel described herein which are made subject to the terms and provisions of this Declaration and which plats will have the words "Highland Village" preceding the phase number designation of such plat.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property hereinbefore described as Plat One on Exhibit A, and such additions thereto as may hereafter be brought within the ownership and jurisdiction of the Association, specifically including any and all portions of the Parcel by the conveyance to the Association of the Common Areas located within subsequently platted phases of the Parcel, which plats will have the words "Highland Village" preceding the plat number designation of such plat.

Section 13. "Residence" or "residences" shall mean and refer to the single-family dwelling units constructed upon the respective Lots.

Section 14. "Subdivision" shall mean and refer to a subdivision known as Highland Village - Plat One, which is a subdivision of a part of the Parcel into Lots and Common Area, and such additional portions of the Parcel as may be platted in successive plats and which successive plats will have the words "Highland Village" preceding the plat number designation and which shall be brought within the terms and



provisions of this Declaration by Declarant conveying ownership of the Common Areas within such plats to the Association.

Section 15. "Subdivision Plat" shall mean and refer to the Plat of Highland Village - Plat One, which has been or will be simultaneously filed herewith in Plat Book 249, Pages 48 and ~ of the Office of the Recorder of Deeds for the County of St. Louis, Missouri and which reflects, among other matters, the Lots and the Common Area.

Section 16. The "Subdivision Plat" shall also mean and refer to successive plats of remaining portions of the Parcel and having the words "Highland Village" preceding the plat number designation, which plats shall be recorded in the Office of the Recorder of Deeds for the County of St. Louis, Missouri, and which shall constitute subsequent amendments to this Declaration by which additional parts of the Parcel are subdivided and subjected to the terms and provisions of this Declaration by the transfer and conveyance of such Common Areas to the Association and by the recording of such subsequent plats.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of the recreational area and facility, if any, situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No

such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded;

(d) the uses, limitations, conditions, and restrictions hereinafter provided in this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, including recreational facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on his Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned and for each lot or unit authorized to be platted or built by the City of Valley Park, Missouri, in the Parcel. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided that all of the lots or units authorized to be platted or built by the City of Valley Park in the

Parcel have become established and subject to  
assessment by the Association; or  
(b) on March 1, 1991.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned and presently or hereafter within the Properties, hereby covenants, and each Owner of such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for the purposes hereinafter set forth in Section 2 of this Article, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on such Lot and improvements thereon and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association, together with admission charges and fees, if any, for use of recreational facilities, if any, shall be used exclusively for the following purposes: (1) to promote the recreation, health, safety, and welfare of the residents in the Properties, and for the improvement, maintenance and re-construction of the Common Area, including without limitation the recreational facilities, if any, and (2) for paying expenses of grass cutting and lawn care of the individual Lots (all of which bills shall be deemed to be a common expense of the Subdivision payable by the Association from the annual assessments), and (3) for otherwise fulfilling and performing the Association's duties, obligations and functions pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty Dollars (\$420.00) per Lot for each lot on which an attached townhouse is or may be built.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots on which detached townhouses are or may be built and at a uniform rate for all Lots on which attached townhouses are or may be built, all of which are subject to assessment and may be collected on a monthly basis or such other convenient basis as may be decided by the Director, but at least annually. The uniform rate for all Lots on which detached townhouses are or may be built shall be equal to 1.6 times the uniform rate for all Lots on which attached townhouses are or may be built.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots which are subject to assessment on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of



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

#### ARTICLE V

##### GENERAL COVENANTS AND RESTRICTIONS

Section 1. Creation of Covenants and Restrictions. The Declarant, for each Lot owned and presently or hereafter within the Properties, hereby covenants, and each Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to the following terms, provisions, covenants and restrictions:

(a) No Lot shall be used except for residential purposes and no dwelling building shall be erected, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height.

(b) All Lots in this subdivision shall be restricted to one (1) family residences only and not more than one (1) main building shall be erected on any one lot in the subdivision.

(c) No pigeons or poultry, cattle, hogs, rabbits, or other animals (except dogs and cats, not in the aggregate totaling more than two (2) in number, and fish or birds kept permanently within the main residential building on each lot) may be kept in, on or about any part of the said property unless written permission be obtained from the Directors, and such permission, if granted, shall be revocable in the discretion of said Directors.

(d) No residence, accessory building or any portion of any Lot shall be used as a boarding house, rooming house, clubhouse, or road house, nor shall any residence, accessory building or any Lot be used or devoted to any manufacturing, industrial, commercial or professional activity whatsoever,

nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgment of the Directors, to the Owners or inhabitants of Lots in this subdivision.

(e) No Lot shall be re-subdivided nor shall a fractional part of any Lot be sold without the consent in writing of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a subdivision plat of all or part of the Parcel.

(f) No trash, rubbish, garbage, trash can or other receptacle therefor, other than those receptacles, if any, furnished by the Association on the Common Area, shall be placed on the premises outside of the buildings thereon, except upon the day of the week or month upon which regularly scheduled collections of same are to take place.

(g) No grading, paving, change of terrain, wall, ditch, conduit or other structure or device which would or might have the effect of changing or altering the flow of storm water onto or off of a Lot shall be constructed, erected, performed, done, dug or installed unless prior written permission therefor shall be had from the Directors.

(h) No Owner shall fail to maintain and keep his Lot and the improvements thereon in good order and repair, except for such repair and maintenance as is assumed by and delegated to the Association under this Declaration, and no Owner shall do anything that would increase the rate of insurance on his Lot, the improvements thereon, or on any other Lot or improvement in the Subdivision, or anything that would be in violation of the law.

(i) No awning, canopy, radio, or television antenna shall be affixed to or placed upon an exterior wall or roof of any building on any lot without the prior written consent of the Directors.

(j) Each Owner shall keep all buildings now erected or

which may hereafter be erected on his Lot continuously insured in the amount of the full insurable replacement cost thereof against loss or damage by fire and tornado or windstorm, and such other insurance as is embraced in a standard Missouri extended coverage policy. All such insurance policies shall be issued by an insurance company or companies and in terms acceptable to the Director, with loss, if any, payable to the Owner and Association, subject to the rights of any holder of a recorded first deed of trust to such proceeds. Forthwith, upon the issuance of such policies the Owner shall deliver the same, and all renewals thereof, to the Association. The Owner expressly covenants and agrees with said Association that in case the buildings on his Lot are destroyed or damaged by fire, windstorm, or other casualty against which insurance shall be required by the Directors, the said Directors shall have the right to require the improvements to be repaired or replaced as hereinafter provided with the moneys received under said insurance policies.

(k) Each Owner shall repair, maintain, replace, or clear at his sole expense each and every gas, sewage, and water lateral line on or servicing his Lot in the Subdivision or any improvements thereon.

(l) No nuisance or noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No saloon, tavern, filling station or other commercial business may be conducted on said property. No building or premises shall be used for purposes prohibited by law or ordinance, and nothing shall be done which may be or hereafter become a nuisance to the Owners or occupants of Lots.

(m) No trailers, campers, boats and other large vehicles, as may be specified by the Board of Directors, may be parked for more than twenty-four (24) continuous hours in any uncovered area of the Subdivision. No junk or derelict

vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Properties. Vehicle repairs other than ordinary light maintenance are not permitted in the Subdivision.

(n) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently.

(o) No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or except signs used by the Declarant to advertise the property during the construction and initial sales period.

(p) Subject to the provisions of Article VI regarding party walls, each Owner shall maintain, repair and replace, when obsolete or damaged beyond repair, all fences located on his Lot.

(q) The installation of any fence, other than original fencing erected and constructed by the Declarant as part of the original construction must be approved by the Directors, and no fence shall be erected or installed without the prior written consent and approval of the Directors.

(r) The Association shall be responsible for and undertake the landscaping, shrubbing, planting, sodding and seeding of the Common Area. No Owner shall undertake the landscaping, shrubbing, or planting the front yard of his Lot without the prior written approval of the Directors regarding such intended landscaping, shrubbing and/or planting.

#### ARTICLE VI

PARTY WALLS, COMMON ROOFS, COMMON GUTTERING,  
COMMON DOWNSPOUTS, COMMON STORM SEWERS, AND OVERHANGS

Section 1. General Rules of Law to Apply. Each wall, including an extended foundation, retaining wall and/or a fence serving as a wall, which is built as a part of the original construction of the townhouses upon the Properties and placed on or approximately on the dividing line between the Lots shall constitute a party wall, and, to

the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

(a) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(b) In the event that any residence having a party wall or walls shall be damaged by fire, explosion, natural disaster, or by any other insured cause whatsoever, the Owner shall, if the proceeds of the insurance hereinbefore provided are sufficient, cause such residence to be fully repaired and restored to substantially its condition immediately before any and all such damage occurred. Such repair and restoration shall be completed within one hundred twenty (120) days of the occurrence of such damage, unless extended for reasons beyond the control of the Owner. In the event the insurance proceeds are insufficient to permit said repairs and restoration, the residence shall be deemed to have been destroyed and the insurance proceeds shall be applied as hereinafter provided in subparagraph (c) of this section, subject to the rights of any holder of a recorded first deed of trust to such proceeds, unless the Owner elects to pay for the difference between the insurance proceeds received and the cost of repair and restoration, in which event the residence shall be repaired and restored.

(c) In the event any residence having a party wall or

walls shall be destroyed by fire, explosion, natural disaster, or by any other cause whatsoever and not be rebuilt, the Owner of such destroyed residence shall cause any and all debris from such destruction to be removed from his Lot and all other Lots in the subdivision at said Owner's expense, no later than ninety (90) days following the occurrence of such destruction. Any such removal must be accomplished in a manner that in no way compromises the structural integrity of exterior walls of adjoining residences nor any party walls of adjoining residences exposed by the destruction to said residence. The Owner of such destroyed residence shall apply so much of the insurance proceeds hereinbefore provided to the aforesaid removal of the debris and, if required by the provisions of Section 4 of this Article, to the repair and weatherproofing of remaining party walls exposed by such destruction.

Section 4. Weatherproofing and Repair. Notwithstanding any other provision of this Article, in the event an Owner by his negligent or wilfull act causes a party wall to be damaged or exposed to the elements, then such Owner shall make all necessary repairs to the damaged party wall and shall further weatherproof, paint and trim the damaged party wall pursuant to reasonable specifications set by the Directors, all at said Owner's own expense and within one hundred twenty (120) days of said damage.

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

Section 6. Encroachment Easement. Should any portion of any residence or other improvements as constructed on any Lot by Declarant overhang or encroach on an adjacent Lot, the Owner of the Lot on which said improvements were constructed shall have an easement on such adjacent Lot, as the case may be, to permit the overhanging or encroaching portion of such construction to remain in the same state and location as when said property was first occupied for residential use. Such easement shall be appurtenant to and shall pass with title



to the Lot on which said improvements were constructed. It is understood that this provision is intended primarily to pertain to overhanging gutters, eaves, and similar items of construction, if any, but it shall nevertheless, be construed broadly to include all forms of overhangs and construction.

Section 7. Cross Easements. In order to provide adequately for the flow and disposal of surface water from the Common Roofs and subsurface water from Common Drain Tile, perpetual cross easements are hereby established between and among the respective Owners for the establishment and continued existence of Common Drain Tile, Common Gutting and Common Downspout paralleling and affixed to the exterior walls of such residences and Common Drain Tile paralleling the interior and/or exterior walls of such residences and in such locations as may be initially established by Declarant at the time of construction of the residences upon the Lots and as may be thereafter reasonably established by the Board of Directors. In addition, there is hereby established perpetual easements upon, over and across such Lots for the flow of surface water exiting from the Common Drain Tile, Common Gutting and Common Downspouts, and is hereby also established perpetual easements under and beneath the surface of such Lots for the flow of subsurface water collected from and within the Common Drain Tile, all in order effectively to drain and dispose of surface and subsurface water collected from and within the Common Roofs, Common Gutting and Common Downspouts and Common Drain Tile.

Section 8. Common Roof, Common Gutting, Common Downspout, Common Drain Tile and Common Driveway. The costs of any maintenance, repair, or replacement of a Common Roof, Common Gutting, Common Downspout, Common Drain Tile and Common Driveway shall be borne and shared by the Owners of such residences in proportion to the benefit derived by them from such maintenance, repair, or replacement. If such Owners receive any insurance proceeds for such replacement, repair, or maintenance, they shall use and apply the same for such maintenance, repair, or replacement. No Owner of a residence sharing a Common Roof, Common Gutting, Common Downspout, Common Drain Tile or Common Driveway shall allow the same to remain in such a condition so that another residence is in any way damaged thereby. An Owner who allows

such damage to occur by reason of his or her negligent or wilfull action or inaction shall be responsible for the costs of repairing the same.

Section 9. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Other than original construction by Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including without limitation exterior doors, storm doors, exterior lamps and lighting fixtures, exterior hardware and ornamentation of all kinds, and exterior paint colors, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this Article will be deemed conclusively to have occurred.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior

maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless sooner terminated by amendment as hereinafter provided. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional land within the Parcel may be annexed and included within the Properties by Declarant without the consent of members within five (5) years of the date of this Declaration, provided that the FHA or VA determine that annexation and inclusion are in accord with the general plan heretofore approved by either of them. Such annexation and inclusion shall be accomplished and effectuated by Declarant preparing and recording a Subdivision Plat of such portion or the Parcel and by conveying and transferring to the Association title to the entire Common Areas situated within

any Phase or Plat so annexed and included within the Properties.

(b) Additional residential property and Common Area situated outside of the Subdivision boundaries may be annexed and included in the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Reservation of Expenditures. Declarant reserves the right to receive any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within said Parcel.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereto, has hereunto set its hand and seal this 25 day of March, 1986.

HIGHLAND VILLAGE DEVELOPMENT CORP.,  
a Missouri corporation

BY: C.E. McCaskill, Jr.  
C.E. McCASKILL, JR.

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

On this 25<sup>th</sup> day of MARCH, 1986, before me personally appeared C.E. McCaskill, Jr., to me personally known, who, being by me duly sworn, did state that he is the PRESIDENT of HIGHLAND VILLAGE DEVELOPMENT CORP., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said C.E. McCaskill, Jr. acknowledges 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 City and State the day and year first above written.

Suzanne D. Smith  
Notary Public

My Commission expires: SUZANNE D. SMITH  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 4/14/82  
CITY OF ST. LOUIS



CONSENT OF MORTGAGEE

The undersigned, Jefferson Savings & Loan Association, a corporation organized and incorporated under the laws of the State of Missouri, being the holder of the Deed of Trust, recorded in Book 7825, Page 2033, in the Office of the Recorder of Deeds for the County of St. Louis, Missouri, on the Parcel of real estate forming the subject matter of the foregoing Declaration, hereby consents to the recording of said Declaration and to the subdivision of said Parcel of real estate in accordance with the Subdivision Plat heretofore recorded in Plat Book 249, Pages 48 and 49 of the Office of the Recorder of Deeds for the County of St. Louis, Missouri and agrees that its said Deed of Trust shall be subject to the provisions of said Declaration and the exhibits appended thereto, except that JEFFERSON SAVINGS AND LOAN ASSOCIATION, A Missouri Corporation does not subordinate the lien of its Deed of Trust to any present or future liens for Assessments provided for in Article IV of the Declaration.

JEFFERSON SAVINGS & LOAN  
ASSOCIATION, a Missouri corporation

BY:

Andrew W. Kuenneke III  
Authorized Agent  
ANDREW W. KUENNEKE III, President

DATED: April 2, 1986

ATTEST:

Raymond M. Schmitz  
Raymond M. Schmitz

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

On this 2nd day of April, 1986, before me personally appeared ANDREW W. KUENNEKE III, to me personally known, who, being by me duly sworn, did state that he is the PRESIDENT of JEFFERSON SAVINGS & LOAN ASSOCIATION, organized under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said ANDREW W. KUENNEKE III acknowledges 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 the day and year first above written.

Virginia F. Aust  
Notary Public

My Commission expires: 2/28/87

VIRGINIA F. AUST, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires February 28, 1987



EXHIBIT A

TO

DECLARATION

Legal description of Highland Village - Plat One:

A 0.957 acre tract of land being part of Lot 14 of Meramec Pacific Railroad, according to the plat thereof recorded in Plat Book 6, Page 97, of the records of the City (formerly County) of St. Louis, Township 44 North, Range 5 East, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the intersection of the West line of Lot 14 of the Meramec Pacific Railroad with the South right-of-way line of Vance Road, 40 feet wide; thence with said South line North 77°44' East, 195.84 feet; thence North 72°22'42" East, 86.47 feet; thence departing from said South right-of-way line South 17°39' East, 174.85 feet; thence South 72°21' West, 175.75 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 20.00 feet, an arc length of 25.88 feet to the point of tangency of said curve; thence South 88°13' West, 50.00 feet; thence North 01°47' West, 33.99 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 365.72 feet, an arc length of 66.92 feet to the point of tangency of said curve; thence North 12°15' West, 54.81 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 20.00 feet, an arc length of 31.42 feet to the point of tangency of said curve; thence South 77°44' West, 51.48 feet to the West line of Lot 14 of the Meramec Pacific Railroad; thence with said West line North 01°47' West, 15.25 feet to the beginning point, and containing 0.957 acres.

EXHIBIT B

TO

DECLARATION

The Common Area of Highland Village - Plat One is described as follows:

A tract of land being part of Lot 14 of Meramec Pacific Railroad, according to a plat thereof recorded in Plat Book 6, Page 97 of the records of the City (formerly County) of St. Louis, Township 44 North, Range 5 East, St. Louis County, Missouri, and being more particularly described as follows:

All of that portion of the real estate designated "Utility Easements and Common Ground" and set forth on the recorded plat of Highland Village Plat One, being a subdivision filed for record in the Office of the Recorder of Deeds for St. Louis County, Missouri in Plat Book 249 Pages 48 and 49.