

* 2009031300880 *

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

TYPE OF
INSTRUMENT
AMDT

GRANTOR
WINDSOR PARK BY BRD OF DIRS

TO

GRANTEE

PROPERTY
DESCRIPTION:

WINDSOR PARK - PLAT ONE - A VILLAGE OF POLO RUN

Lien Number

Notation X

Locator

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

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number 00880

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 13 day of March 2009 at 01:44PM and is truly recorded in the book and at the page number printed above.

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

CLB2
Deputy Recorder



Janice M. Hammonds

St. Louis County, Missouri

Mail to:

ELIA M ELLIS
7777 BONHOMME STE 1910
CLAYTON, MO 63105

Destination code: **VC M**

RECORDING FEE 36.00
 (Paid at the time of Recording)

RECORDING MEMORANDUM

Instrument: First Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park, A Village of Polo Run (A Residential Subdivision)

Grantor: Windsor Park, a Village of Polo Run Homeowners' Association,
a Missouri non-profit corporation
c/o Elia M. Ellis
7777 Bonhomme, Suite 1910
Clayton, Missouri 63105

Grantee: Windsor Park, a Village of Polo Run Homeowners' Association,
a Missouri non-profit corporation
c/o Elia M. Ellis
7777 Bonhomme, Suite 1910
Clayton, Missouri 63105

Legal Description: Plat One and Plat Two of Windsor Park, a Village of Polo Run

Date: March 13, 2009

Instrument Affected: Book: 5057, Page 1029

Return to: Elia M. Ellis, Esq.
7777 Bonhomme, Suite 1910
Clayton, Missouri 63105
(314) 725-5151, phone
(314) 725-5161, fax

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDSOR PARK, A VILLAGE OF POLO RUN
(A RESIDENTIAL SUBDIVISION)
St. Louis County, Missouri**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Windsor Park, a Village of Polo Run (a Residential Subdivision of St. Louis County, Missouri ("Declaration")) is made by the owners of the lots subject to the Declaration this 27th day of February, 2009.

WHEREAS, Windsor Park, a Village of Polo Run ("Windsor Park") is a residential community created by and subject to the Declaration, as recorded on January 28, 1987 in Book 8057, Page 1029 of the records of St. Louis County, Missouri, as amended; the Plat of Windsor Park is recorded as Exhibit "B" to the Declaration; the lots and common property subjected to the Declaration are more particularly described in Exhibit "A" attached to the Declaration; and

WHEREAS, the lot owners of Windsor Park are members of and act through the Windsor Park Village Homeowners' Association, a Missouri nonprofit corporation; and

WHEREAS, the lot owners are authorized to amend the Declaration in the manner provided under Sections 5 and 15 of Article IX of the Declaration; and

WHEREAS, the lot owners desire and intend to amend the Declaration to modify and clarify certain provisions relating to insurance and to insurable losses, as set forth herein below.

NOW THEREFORE, the lot owners amend the Declaration as follows:

1. Article II, Section 7 is deleted in its entirety, and a new Article II, Section 7 is adopted in lieu thereof, to read as follows:

**"ARTICLE II
WINDSOR PARK, A VILLAGE OF POLO RUN HOMEOWNERS' ASSOCIATION"**

Section 7. Exterior Maintenance. In addition to maintenance upon the Village Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint; repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements,

subject to the following exceptions, for which maintenance, repair, replacement and/or restoration shall be the responsibility of each Lot Owner:

- A. Any glass surfaces;*
- B. Foundations;*
- C. Fences, walls, decks, patios or other improvements created on or made to the Lot, whether by current or former owners; and*
- D. Damage resulting from a casualty loss or peril, as commonly defined under property insurance coverages currently known as "Special Form" or "Special Causes of Loss", including earthquake.*

In the event that the need for maintenance, repair or replacement of a Lot or the improvements thereon is caused through the willful or negligent act(s) of its Owner, or through the willful or negligent act(s) of the family, guests, invitees of the Owner of the Lot needing such maintenance, repair or replacement, the cost of the same shall be added to and become part of the assessment to which such Lot is subject."

In the event an Owner of any Lot in the Village shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, other than such maintenance as the Association is to provide pursuant to this Section, the Board of Directors shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, replace and restore said 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."

- 2. Article IX of the Declaration is amended by adding one new section, to be known as Section*

19, to read as follows:

**"ARTICLE IX
"GENERAL PROVISIONS**

"Section 19: Insurance Responsibilities.

A. ASSOCIATION: COMMON AREAS

The Association shall be responsible for insuring the Village Common Area as provided in Article II, Section 6, Sub Section 5 of the Declaration.

B. LOT OWNER: LOT AND LIVING UNIT

(1) Each Lot Owner shall be solely responsible for obtaining at his own expense a policy of insurance for casualty loss including earthquake for a limit equal to 100% replacement cost of each Living Unit. The policy shall insure the entire living unit and the Lot's exterior improvements, including, but not limited to, roofs, gutters, downspouts, exterior building surfaces including all glass, trees, shrubs, grass, walks, driveways, fences, walls, decks, patios and all other exterior improvements.

(2) Any owner failing to maintain a policy of insurance as described in subparagraph B(1) above, shall indemnify and hold the Association harmless from any expense resulting from a casualty loss to exterior improvements.

(3) Restoration, repair or replacement of the living unit and the exterior improvements due to a casualty loss or peril shall be the Owner's responsibility. In the event an Owner fails to make timely restoration, repair or replacement of an exterior improvement damaged by a casualty loss, the Board of Directors, after written notice and opportunity to be heard, shall have the right, through its agents, employees or contractors, to enter upon a Lot and to repair, maintain, replace and/or restore the Lot and the exterior improvements thereon. The cost of such exterior maintenance, repair, replacement or restoration shall be added to and become part of the assessment to which such Lot is subject, collectible pursuant to Article IV."

3. The Board of Directors of Windsor Park, A Village of Polo Run, through its President and Secretary, is authorized to execute, certify, and record the foregoing amendment upon written assent of at least seventy-five percent (75%) of the Members of the Association and approved by the Planning Director of St. Louis County, Missouri as provided in Article IX, Section 5 of the Declaration. By their signatures below, the President and Secretary certify that this Amendment has been adopted in accordance with the provisions of Article IX of the Declaration.

4. This amendment shall be effective upon its recording in the official records of the Office of

the Recorder of Deeds, St. Louis County, Missouri

IN WITNESS WHEREOF, the Board of Directors has executed this Amendment this 27th day of February, 2009.

Carla J. Kaplan
Director

Nancy M. Bustamante
Director

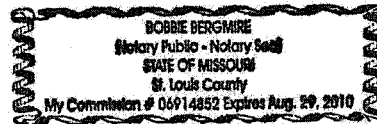
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 27 day of February, 2009, before me appeared Carla Kaplan and Nancy Bustamante to me personally known, who, being by me duly sworn, did say that they are the Directors of the Board of Windsor Park Village Homeowners' Association, which has no seal, and that said instrument was signed on behalf of said Association, and that they acknowledged said instrument to be their free act and deed.

IN WITNESS 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.

Bobbie Bergmire
Notary Public

My Commission Expires:



Approved for Recording by:

Glenn A. Powers (by gdc)
Glenn A. Powers, St. Louis County Director of Planning

3-12-09