

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDSOR PARK, A VILLAGE OF POLO RUN
(A RESIDENTIAL SUBDIVISION)**

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, as amended ("**Declaration**") is made by the Owners of the Lots subject to the Declaration this ____ day of November, 2023.

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 by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park, A Village of Polo Run (A Residential Subdivision) recorded March 13, 2009 in Book 18260, Page 940 of the records of St. Louis County, Missouri ("First Amendment") and by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park, A Village of Polo Run (A Residential Subdivision) recorded September 30, 2015 in Book 21702, Page 1312 of the records of St. Louis County, Missouri ("Second Amendment"); and

WHEREAS, the Plat of Windsor Park is recorded as Exhibit "B" to the Declaration and 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, Article IX, Section 5 and Section 15 of the Declaration authorizes amendment of the Declaration by approval of not less than seventy-five percent (75%) of the members in the Association and by approval of fifty-one percent (51%) of the Eligible Mortgage Holders that have requested, in writing, notice of any Amendment of a Material Nature and by approval of the Planning Director of St. Louis County, Missouri; and

WHEREAS, the Lot Owners desire and intend to amend the Declaration to modify and clarify certain provisions relating to exterior roof maintenance, repair and replacement responsibilities, as set forth hereinbelow.

NOW THEREFORE, the Lot Owners amend the Declaration as follows:

A. Article II, Section 7, as previously amended by the First Amendment, is deleted in its entirety, and a new Article II, Section 7 is adopted in lieu thereof, to read as follows:

"Section 7. Exterior Maintenance. In addition to maintenance upon the Village Common Area, the Association shall provide exterior maintenance, care (including paint where applicable), repair and replacement upon each Lot to the following exterior

components or improvements: gutters, downspouts, exterior building surfaces (other than roofs), trees, shrubs, grass, walks, driveways and other exterior improvements. With respect to roofs, the Association shall only be responsible for roof repairs due to normal wear and tear until such time as the Board, based upon a roofing expert's opinion, deems a roof to be at the end of its useful life and/or beyond repair. If, in the determination of the Board, an Owner replaces a roof with substandard materials or labor, the Board may limit the cost expended by the Association to repair the roof during its useful life. Subject to the foregoing, each Lot Owner shall be responsible for:

- (a) Roofs, specifically including but not limited to repair or replacement for damage due to acts of nature or Lot Owner neglect or failure to comply with this Declaration; and replacement required due to: (i) roofing materials reaching the end of useful life; or (ii) insurer prerequisite to issuance of insurance to Lot Owner.***
- (b) Any glass surfaces;***
- (c) Foundations;***
- (d) Fences, walls, decks, patios or other improvements created on or made to the Lot, whether by current or former owners; and***
- (e) 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."

B. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption by the Owners and, by their signatures below, do certify that this Amendment has been duly approved as provided in Article IX, Section 5 of the Declaration (there are no known Eligible Mortgage Holders).

C. This amendment shall be effective upon the date of its recording in the official records of the Office of the Recorder of Deeds, St. Louis County, Missouri.

IN WITNESS WHEREOF, Windsor Park, a Village of Polo Run Homeowners Association, acting by and through its duly authorized officers, has executed this Amendment on the day and year first above written.

WINDSOR PARK, A VILLAGE OF POLO RUN
HOMEOWNERS ASSOCIATION, a Missouri
Non-Profit Corporation,

By: _____
President, Board of Directors

Attest:

Secretary

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

On this ___ day of November, 2023, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Board of Directors of Windsor Park, a Village of Polo Run Homeowners Association, a Missouri non-profit corporation, that said instrument was signed on behalf of said Association, that said person acknowledged said instrument to be his/her free act and deed.

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.

Notary Public

My Commission Expires:

Approved by:

Jacob W. Trimble
St. Louis County Planning Director