

WINDSOR PARK
Board Resolution # 2015-001

Rental Restriction Administration Policy

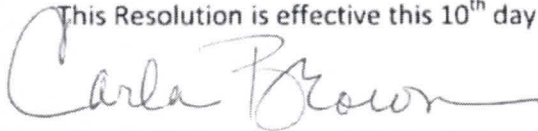
Whereas; the Board of Directors of Windsor Park, are charged with the responsibility of interpreting and administering the Windsor Park Governing Documents and,

Whereas; the Owners of Windsor Park executed and recorded the Second Amendment of Declaration of Covenants and Restrictions for Windsor Park, a Village of Polo Run to limit the number of Homes rented to 6 and,

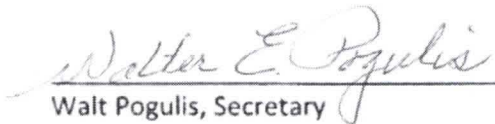
Whereas; a policy is needed for the administering of this amendment, the Windsor Board of Directors hereby resolve that the following procedures will need to be followed for an Owner to Lease their Home:

- 1) If an owner desires to lease their home, and have lived in the home for at least one year, they must submit a request in writing to do so and send it to the Management Company by US Mail, e-mail or Fax.
- 2) The Management Company will monitor the number of units being rented at all times.
- 3) If less than 6 units are being rented when the application is received, the Management Company will send a letter confirming the Owners right to lease their Home or deny for cause, in accordance with the Amendment.
- 4) The applying Owner will have 60 days to provide an executed lease to the Management Company. If the Owner does not supply the lease within 60 days, their Name will be removed from the list of Owners requesting to lease.
- 5) If other circumstances arise, the Board of Directors will make determinations at their sole discretion in accordance with the Windsor Park Governing Documents.

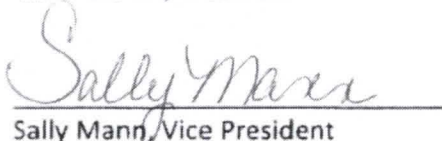
This Resolution is effective this 10th day of November, 2015.



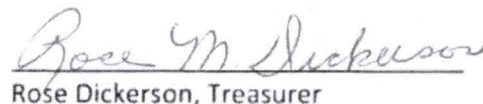
Carla Brown, President



Walt Pogulis, Secretary



Sally Mann, Vice President



Rose Dickerson, Treasurer



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GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	WINDSOR PARK		

PROPERTY DESCRIPTION: PHAT ON AND TWO OF WINDSOR PARK VILLAGE OF POLO RUN

Lien Number	Notation	Locator
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NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to 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
00393

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 7 pages, (this page inclusive), was filed for record in my office on the 30 day of September 2015 at 09:54AM 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.

T1
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Elia M. Ellis, LLC
7777 Bonhomme Ave., Ste. 1910
Clayton, MO 63105

Destination code: 4001

RECORDING FEE 39.00
(Paid at the time of Recording)

RECORDING MEMORANDUM

Instrument: Second Amendment of Declaration of Covenants, Conditions and Restrictions for Windsor Park, A Village of Polo Run

Grantor: Windsor Park, a Village of Polo Run Homeowners' Association,
c/o Elia M. Ellis, LLC
7777 Bonhomme, Suite 1910
Clayton, MO 63105

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

Date: September 24, 2015

Instrument Affected: Book: 8057, Page 1029

Return to: Elia M. Ellis, LLC
7777 Bonhomme, Suite 1910
Clayton, MO 63105

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WINDSOR PARK, A VILLAGE OF POLO RUN**

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Windsor Park, a Village of Polo Run, is made this 24th day of September, 2015 by the Windsor Park, a Village of Polo Run Homeowners' Association, a Missouri non-profit corporation, ("Association"):

WITNESSETH:

WHEREAS, the Association was created by virtue of the "Declaration of Covenants, Conditions and Restrictions of Windsor Park, a Village of Polo Run" as recorded in Book 8057, Page 1029 of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri, as amended ("Declaration"); and

WHEREAS, the real property comprising Windsor Park Village and subject to the Declaration is more particularly described in the Plat recorded at Plat Book 257, Page 28 of the St. Louis County, Missouri records, as amended; 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, that the Association give them notice of any Amendment of a Material Nature and by approval of the Planning Director of St. Louis County, Missouri; and

WHEREAS, the Owners desire and intend to amend the Declaration to promote the residential character of the community and to foster owner occupancy and limit the number of Lots that may be leased at any one time, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. Article VI, Section 10 is hereby deleted entirely. In its place, a new Section 10 is adopted to read as follows:

"Section 10. Lease of Lots. The Association deems it to be in the best interests of the entire community as a whole to preserve the Association as a community in which the Lots are Owner-occupied. Accordingly, the purpose of this provision is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard property values, by restricting non-owner occupants and by restricting future sales of Lots to investor-Owners after the Effective Date.

"(a) Leasing of Lots. The provisions of this Section 10 shall be effective on the

day after the recording date of this amendment (the "Effective Date").

- "(1) As of the Effective Date of this amendment, no Person who holds or acquires title to a Lot, regardless of the manner in which title was or may be acquired (including a mortgage holder by foreclosure or deed in lieu), shall lease his Lot, without the prior written approval of the Board of Directors at least ten (10) days prior to the commencement of the lease. For the purposes hereof, a Lot shall not be deemed as leased if it is occupied by siblings, parents or children of the record Owner or by the beneficiary of a family trust if the Lot is owned by such trust.
- "(2) No contract for the purchase of a Lot, including contract for deed or a lease/purchase contract, shall be exempt from this amendment even if the acceptance date of said contract is prior to the Effective Date.
- "(3) Nothing in this amendment shall be construed to prohibit any Owner leasing his Lot prior to the Effective Date from continuing to lease his Lot after the Effective Date. However, any Lease renewed after the Effective Date must comply with the requirements of sub-section (b).

"(b) Leasing Restrictions. Subject to sub-section (a)(3) above and sub-section (c) below, no more than six Lots may be leased at any one time. Further, to be eligible for Board approval, all leases shall:

- "(1) be in writing, with a full copy submitted to the Board of Directors for its approval at least ten (10) days prior to the commencement of the lease;
- "(2) be of the entire Lot (no room rentals or boarders) for a term of not less, and not more, than one (1) year and shall prohibit assignments or sub-leases;
- "(3) incorporate expressly or by reference, the provisions of the Declaration, the Articles of Incorporation and By-Laws of Windsor Park Village, and require the tenant to comply with and abide by all terms and conditions set forth in the Declaration and other governing documents, including but not limited to the payment of any reasonable fines for the violation thereof;
- "(4) appoint the Board of Directors as agent and attorney-in-fact for the Owner of the Lot for the purpose of enforcing the provisions of the lease, Declaration, or other governing document, against the tenant

as well as the Owner;

- "(5) provide that in the event the Owner is delinquent in the payment of assessments, the Board of Directors may require the tenant, by written request, to pay rental payments to the Board of Directors until the delinquency is cured. The Lessor is prohibited from terminating the lease when the tenant complies with this sub-section;**
- "(6) provide that the Owner remains responsible and personally liable for all assessments;**

"(c) Waiver. Upon written application by an Owner, the Board of Directors may waive any leasing restriction in this Section 10 for a reasonably limited period of time, not to exceed one year, in the event of unforeseen circumstances, hardship, or other good cause, as determined in the sole discretion of the Board of Directors. The specific terms of any such waiver shall be set forth in writing and signed by the Owner and the Board. Use of this waiver power by the Board of Directors is intended only for extremely rare circumstances and is not intended for routine application. The granting of a waiver for a limited time period shall not prohibit the same Owner from subsequently applying in writing for the extension of the waiver period in the event of unforeseen circumstances, hardship, or other good cause, as determined in the sole discretion of the Board of Directors.

"(d) No Time-Sharing. No Lot may be conveyed pursuant to a time-sharing plan.

"(e) Remedies. In the event of any violation of this Section 10, the Association shall be entitled to any appropriate relief and remedies under the Declaration, against the Owner and/or tenant, including but not limited to reasonable fines, termination of the lease, eviction of the Tenant, and recovery of attorney's fees and costs incurred, at the Owner's and/or the tenant's expense."

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 Sections 5 and 15 of the Declaration (there are no known Eligible Mortgage Holders).

C. This Amendment shall be recorded in the records of the Office of Recorder of Deeds, St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after the Effective Date set forth herein above.

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:

Carla Brown

President, Board of Directors

Attest:

Sally Marx
Secretary

Approved for Recording by:

Glenn A. Powers
Glenn A. Powers, St. Louis County Director of Planning

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

On this 24 day of September 2015, before me appeared CARLA BROWN, 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.

Deborah J. Dayton
Notary Public

My Commission Expires:

