



**LAKE SAINT LOUIS
HARBOR TOWN
AREA ASSOCIATION**

**INDENTURE OF COVENANTS
AND
RESTRICTIONS**

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THIS INDENTURE, MADE THIS 3RD DAY OF September, A.D. 1971 by CROW DEVELOPMENT CORPORATION, A Missouri Corporation, hereinafter called Developer and amended on the 24th day of September 2013, by a proper vote of the Members of the Lake St. Louis Harbor Town Area Association.

WITNESSETH:

WHEREAS, Association is the Owner of the real property described in Article II of this Indenture and desires to create thereon a planned unit residential subdivision with open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Association has deemed it desirable, for the efficient preservation of the values and amenities in said subdivision, to create an agency to which should be delegated and assigned the powers of maintaining and administering the subdivision properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created, all as contemplated and provided for in Article V (Association) of the Declaration (defined below); and

WHEREAS, Association has incorporated under the laws of the State of Missouri, as a nonprofit corporation, the LAKE SAINT LOUIS HARBOR TOWN AREA ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Association declares that the real property described in Article II, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Indenture (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Lake Saint Louis Harbor Town Area Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Indenture.
- (c) "Common Elements" shall mean and refer to all those areas of land on any recorded subdivision plat of The Properties not located within a Lot and not otherwise specifically dedicated or categorized, which areas are to be devoted to the common use and enjoyment of the Owners of The Properties including other areas such as marinas, club houses, parks, green areas, parking areas and swimming pools, which the Association may designate as Common Elements.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Elements as heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.
- (g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.
- (h) "Declaration" shall mean the Lake Saint Louis Declaration of Covenants and Restrictions, recorded in Book 476, page 726, in the Office of the Recorder of Deeds in St. Charles County, Missouri, as now amended and, as it shall in the future be amended.

ARTICLE II

Property Subject To This Indenture; Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Indenture is located in St. Charles County, Missouri, and is more particularly described as follows:

Lake Saint Louis Harbor Town Plat One according to plat therefore recorded as Document No. 9900 and on the 8th day of September 1971, in the Office of the Recorder of Deeds in St. Charles County, Missouri all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Addition to Existing Property. Additional lands may become subject to this Indenture in the following manner:

- (a) Additions by the Association. The Association may from time to time add to The Properties such land as is now owned or approved for addition by the Association provided that the land so added shall at that time be bound by all of the terms of this Indenture and the Declaration and any future modifications of either or both such documents, provided that the Association shall be under no obligation to add additional land to The Properties.
- (b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Indenture within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the

Covenants established by this Indenture within the Existing Property except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights Members shall be all those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

"Exception: when more than one unit is owned by the same individual(s), corporation, group, or entity, all units owned in common shall be entitled to only one vote."

ARTICLE IV

All Owners who own a single unit shall have the right to rent said unit to a third party. All Owners who own more than one unit shall only be permitted to rent one of the units owned by said Owner to a third party.

"Exception: Any Owners who own multiple units and are renting more than one unit as of May 18, 2022 (5/18/2022) shall be allowed to continue to rent up to the number of units that the Owner was renting on May 18, 2022 (5/18/2022) until such time as the unit or units being rented are sold to or retitled to a new Owner."

ARTICLE V

Property Rights in the Common Elements

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Elements and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all the rights of the Members hereunder shall be fully restored; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge reasonable admission and other fees for the use of swimming pools, marinas, and other specific areas forming a part of the Common Elements; and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the

purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action hereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI

Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments. Such assessments may be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the protection, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto; the repair and maintenance of the exteriors of Living Units, and for the costs of operating the Association.

Section 3. Proposed Budget. The Board of Directors, prior to the 15th day of November each year, shall prepare a proposed budget for the coming year, which budget shall list in detail proposed expenditures for the maintenance of and capital improvements to the common areas and facilities, contract services, exterior maintenance work on Lots and Living Units under Article IX hereinafter, and other expenses which the Board expects to incur in the performance of its obligations under this Indenture. Such budget shall also include an adequate reserve for future capital improvements and maintenance work to be performed upon dwelling units.

There will be a Monthly Accountant's Compilation Statement of Revenue and Expenses-Modified Cash Basis performed by an independent accounting firm available to all Members. The Board of Directors shall mail its proposed budget to each Owner of a Lot or Living Unit in The Properties before November 30th of each year. Such budget, and an assessment sufficient to meet the expenditures called for by same, taking into account all reserves and uncommitted funds on hand, shall be adopted only if approved by the vote of a majority of the Members entitled to cast votes present or in person by proxy at the meeting of Directors next following the first day of December following the preparation of such budget. If a budget shall not be approved at such meeting, the prior year's budget shall remain in effect until such time as a budget shall be approved in the manner set forth above. The Board of Directors shall cause notice of any meeting at which a budget is to be presented or to be mailed to each unit Owner at least twenty (20), but not more than thirty (30) days prior to such meeting. The portion of such assessment, which is not allocable to the exterior maintenance of Lots or Living Units, shall be apportioned equally among the Units. The portion of such assessment, which is allocable to the exterior maintenance of Lots and Living Units, shall be apportioned among the Units in accordance with each Unit's percentage of the total number of square feet of living space within the Development.

Section 4. Special Assessments. The Board of Directors may, at any regularly scheduled Homeowners meeting, or at any special meeting called in accordance with the provisions of Article X, Section 1 hereof, levy such special assessments as may be necessary to pay for unanticipated expenses incurred or to be incurred on behalf of the Association for the operation of common facilities, the maintenance, improvement and repair of common areas, the payment of claims against the Association and expenses incurred in defending against the same. Such assessments shall be deemed approved if fifty-one percent (51%) of the Members present at such meeting in person or by proxy shall approve the same, notwithstanding the lack of a quorum as defined in this Article. The Board of Directors shall mail a notice of the date, time and place of such meeting to each Owner of a Lot or Living Unit in The Properties at least twenty (20), but not more than thirty (30) days before the meeting is held. The notice shall include a statement that a special assessment is being considered and shall also include a detailed accounting of the amounts and reasons for such assessments.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 1 hereof, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of construction or expansion of capital improvements upon the Common Elements, including the necessary fixtures

and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors shall mail a notice of the purpose, date, time and place of such meeting to each Owner of a Lot or Living Unit within The Properties at least twenty (20), but not more than thirty (30), days prior to such meeting.

Section 6. Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) per cent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Special Assessment. In addition to any other assessment authorized hereby, the Board of Directors may levy against any Lot or Living Unit a special assessment equal in amount to any unpaid assessments levied against the same for any prior period prior to the effective date of this amendment, whether or not levied in accordance with the Covenants and Restrictions applicable to such assessment, if the amount of such assessment was determined in a manner consistent with that in which the amounts of assessments against other Lots or Living Units for such period were determined. All prior assessments levied against any Lot or Living Unit shall be deemed satisfied to the extent of any payment on account and any assessment levied under this section.

Section 8. Duties of the Board of Directors. In accordance with the approved budget and any approved special assessments, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time

furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment levied under this Article is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation for the statutory period shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of the delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property for such unpaid assessment. If the Association has delivered a written notice to the Owner that legal action will be taken and the Owner does not pay the overdue assessment within fifteen (15) days of receiving the notice, there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action. Any notice given under the provisions of this Section 9 shall be deemed delivered and received five (5) days after the same is deposited in the United States Mail, return receipt requested, addressed to the Owner at such Owner's last known address as reflected on the records of the St. Charles County Assessor, unless a change of address shall have been reported to the Association since the Assessor's record of the address of such Owner was last updated, in which event the notice shall be mailed to the address shown by the records of the Association.

Section 10. Exempt Property. The following property subject to this Indenture shall be exempted from the assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all Common Elements as defined in Article I, Section 1 hereof; (3) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

Insurance

To the extent reasonably available, the Association shall maintain insurance as authorized in the Indenture in compliance with this Article. Each Owner is responsible for maintaining insurance for his/her own benefit.

Section 1. Association Insurance. All insurance coverage obtained by the Board shall be written in the name of the Association as owner and beneficiary. The Association shall, to the extent reasonably available and as a common expense, obtain and maintain insurance as follows:

Common Elements. The Board, or its duly authorized agent, shall have the authority and shall obtain insurance on the Common Elements for the appropriate needs of the Subdivision. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from insurable hazards so long as such insurance is reasonably available.

Living Unit. The Association shall maintain a Master Property Policy ("Master Policy") insuring the Living Unit, decks, balconies, and excluding land. The Master Policy shall (i) cover perils, as broadly as reasonably available, under coverage currently known as "special form" or "special causes of loss" and include earthquake, (ii) insure the covered property, including personal property owned by the Association, for the full insurable replacement cost based on periodic appraisals as may be obtained at the sole discretion of the Board, and (iii) cover the entire Living Unit, including all attached fixtures, systems, and finishes in the Living Unit to its condition and state at the time of the first sale of the Living Unit to an owner excluding any betterments and improvements as may be made by any owner of the Living Unit since that first sale as well as the Owner's personal property in the Living Unit or elsewhere in The Properties. Claims shall be adjusted pursuant to Section 3 below. Master Policy deductible(s) shall be allocated pursuant to Section 3(e) below.

Liability. Liability insurance shall be provided in an amount determined by the Board but in no event less than \$1,000,000.00 for a single claim, covering all occurrences commonly insured against for death,

bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association. The managing agent, if any, shall be named as an additional insured.

Limitations and Conditions. With respect to the liability insurance pursuant to Section 1(c) above, each Owner is an additional insured under the policy with respect to liability arising out of the interest of the Owner in the Common Elements or membership in the Association. With respect to the property insurance pursuant to Section 1(b) and liability insurance pursuant to Section 1(c): (1) the insurer waives the right to subrogation under the policy against an Owner or persons in his household, (2) an act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy, (3) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and (4) the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, except in the case of non-payment of premium in which case 10 days' notice is required.

Fidelity Insurance. A blanket fidelity bond or insurance is required for anyone who either handles or is responsible for funds held or administered by the Association, including the managing agent (if any), whether or not he receives compensation for his services. The bond or insurance shall name the Association as obligee and it shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond or insurance is in force in the sum of at least three months' assessments plus reserve funds. The cost of premiums for such blanket bond or insurance shall be paid out of Association funds as a common expense.

Directors' and Officers' Liability Insurance. The Association shall obtain and maintain directors' and officers' liability insurance covering all of the Directors, Officers and committee members of the Association, and the managing agent (if any), for claims of monetary damage and non-monetary relief, fair housing, and such other coverages as the Board shall deem reasonable, for administrative, judicial and alternative dispute resolution proceedings, in such limits as the Board may determine.

Cyber Threats. The Association may obtain insurance coverage for Cyber Liability and Data Breach Response Services, including without

limitation privacy notification and crisis management expenses, business interruption and direct property loss coverages. To foster protection of owner and resident information, the Association shall implement reasonable risk management practices to reduce the risk of cyber harms to the Association, including harms to owners and residents from malicious disclosure of Personally Identifiable Information. "Personally Identifiable Information" means any personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular owner or resident of the Association.

If the Association contracts with a third party to which the Association provides Personally Identifiable Information, the third party shall be required to obtain and maintain equivalent insurance and shall implement reasonable risk management practices appropriate to its type of business.

The Association shall not be liable for any loss, damage or harm to the Association, an owner or a resident caused by a data breach, malware, ransomware, phishing or computer fraud, funds transfer fraud or other malicious internet act unless due to the gross negligence or willful misconduct of the Association.

Contribution. In no event shall the insurance coverage obtained and maintained by the Association's Board be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

Section 2. Owner Policies. Each Owner, at his or her sole expense, is responsible for obtaining and maintaining sufficient insurance, commonly known as "HO-6," as the Owner deems necessary including:

Property Insurance. To protect against perils as broadly as reasonably available under coverage currently known as "special form" or "special causes of loss and include earthquake, covering (a) the Owner's personal property and contents, (b) building coverage in the amount of the Association's deductibles and any co-payment under the Master Policy, additional living expenses in case the Living Unit becomes unable to be occupied due to a loss, for casualty and earthquake policies, and (c) loss assessment coverage. Each Owner is responsible for the deductible on his own personal policy, regardless of cause of loss. In addition, each owner, at his or her sole discretion, is responsible to protect against flood or sewer

backup. As provided in Section 3(e), the Association shall allocate the Master Policy deductible to the Lot(s) involved.

Liability Insurance. Each Owner is responsible to maintain liability insurance for his premises. Each Owner may maintain such other insurance for his own benefit and to protect his interests, in his sole discretion. In the event an Owner fails or refuses to maintain insurance under this Section 2 or other provisions of this Article, the Owner shall be deemed to be self-insured and personally responsible for the loss. In no event shall the Association be liable for an Owner's failure to maintain any insurance for which the Owner is responsible.

Section 3. Adjustment of Losses. The Board shall adjust all losses covered by the Association's Master Policy. No Owner shall have the right to adjust a loss directly with the Association's Insurer, even for damage solely to his Lot and interior of the Living Unit. The Owner shall give the Association and its contractor reasonable access to his Lot and interior of the Living Unit to adjust and repair the Lot and Living Unit.

Interior of Living Unit. The Association, through its own agents and contractors, shall repair all damage, but may approve contractors hired by Owners for restoration of the interior of the Living Unit (drywall inwards into the Living Unit) if a firm written proposal is approved by the Board in advance. In the event an Owner shall employ his own contractor, the Board may pay the contractor directly, but only after the work has been inspected or certified that it is fully completed according to the allowed adjustment by the insurer, any required lien waivers are received, and the Owner signs any required release. If the Owner does not fully repair the interior of the Living Unit according to the insurer's allowed adjustment, any excess insurance funds will be held in trust until the work is fully completed.

No Coverage Under Master Policy. If coverage is not available under the Master Property Policy (such as damage is below the Master Policy deductible), then the Living Unit shall be restored by the Owner under his or her property policy pursuant to Section 2(a) above so long as damage to the Living Unit is the result of an insurable event; if the Owner's insurance company denies the damage is the result of an insurable event, the Living Unit shall be restored pursuant to allocation of maintenance responsibilities as contained in the Indenture.

Coverage Under Master Policy. If coverage is available under the Master Policy, the Association shall be responsible for restoration of the Living Unit. The Board has the sole discretion to determine whether a claim shall be submitted; however, the Association shall restore to the same extent as if a claim was submitted.

Master Policy Deductible Amount. The Master Policy deductible shall be in such amount as the Board deem reasonable from time to time.

Allocation of Master Policy Deductible and Co-Pay. The Master Policy deductible (even if a claim is not submitted under Section 3(c)) or any co-pays, shall be levied against the Lots involved in the damage.

Section 4. Reconstruction of Less Than All the Property. Any portion of the Living Unit that is damaged or destroyed must be restored or reconstructed by the Association or Owner as provided in Section 3 unless: (a) substantial damage has occurred and the Association, by approval of at least 80% of all the Owners, decide not to rebuild, and to terminate the Development, to release the Indenture from the records of St. Charles County, Missouri, and to sell all the property. This action may be taken at a meeting called for said purpose or by mail ballot, or any combination of these methods. In the event of termination of the Development in connection with a decision not to rebuild, the Master Policy insurance proceeds of each Owner's policy shall first be applied to removal of all debris, and the balance of the proceeds shall be distributed to the Owners and interests as they may appear in the records of St. Charles County, Missouri, (b) repair or replacement would be illegal under a state statute or local governmental ordinance governing health or safety; or (c) if upon request by an Owner of a damaged Living Unit, 80% of the Owners approve a resolution not to rebuild a Living Unit at a meeting called for said purpose or by mail ballot, or any combination of these methods. If the Owners vote not to rebuild one or more individual Living Unit, ownership of such Lot(s) shall be conveyed to the Association as Common Elements and all interests allocated to such Lot(s), including voting and share of assessments, shall be reallocated to all the other Lots as if the Lot had been condemned. The Association, acting through the Board, shall promptly prepare, execute and record an amendment to the Indenture and/or plat reflecting the reallocations. The Master Policy insurance proceeds shall first be applied to restoration of the party wall of the remaining Living Unit to a condition and appearance compatible with the remaining buildings based upon plans and specifications approved in writing by the Board, and then applied to removal of all debris and restoration of the site of the former Living Unit to an appearance approved by the Board, and

the balance of the proceeds then distributed to the Owner, or (d) in the event of termination of the Property in connection with a decision not to rebuild, the Master Policy insurance proceeds shall first be applied to removal of all debris, and the balance of the proceeds shall be distributed to the Owners.

Section 5. Insufficient or Surplus Proceeds. With respect to Common Elements, any surplus insurance proceeds attributable to the Common Elements shall be retained by the Association and, in the event of insufficient proceeds, the cost of restoration or reconstruction of improvements shall be a common expense. With respect to a Living Unit, the cost of restoration or reconstruction in excess of insurance proceeds (including deductible) shall be the Owner's sole responsibility.

Section 6. Mortgages. In the event a mortgagee endorsement has been issued as to a Lot, the share of that Owner shall be held in trust for the mortgagee and Owner, as the respective interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and mortgagee pursuant to the provisions of this Indenture.

ARTICLE VIII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed 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 of liability for property damage due to negligent 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. 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.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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. 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 of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE IX

Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Elements, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, fence, paving, patios, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 2. Assessment of Cost. The cost shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE X

Easements

Section 1. Easement for Maintenance and Repair. There shall be and is hereby reserved to the Association, and its successors and assigns, an easement for the exterior maintenance and repair of buildings, pavements, grounds, and fences and replacements of any structure or improvement existing or hereafter built on any Lot, including, but not necessarily limited to, the installation, replacement, repair and care of pipes, wires or conduits, together with the privilege of reasonable ingress and egress for the accomplishment thereof.

Section 2. Easement for Overhangs. There shall be and is hereby impressed on each Lot an easement for the encroachment of any wall, roof overhangs, or balconies into an individual Lot from any adjoining Lot.

Section 3. Easement for Utilities. There shall be and is hereby impressed on each Lot an easement for the installation of utilities to serve other Lots or the Common Elements for the purpose of sanitary sewers, storm sewers, gas, water and telephone lines.

ARTICLE XI

General Provisions

Section 1. Duration and Amendment. The Covenants and Restrictions of this Indenture shall run with the land, for a term of twenty (20) years from the date this Indenture is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Indenture may be amended by assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The quorum required for any action authorized by this Section shall be determined in accordance with the provisions of Article VI, Section 6, above.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. The Declaration. This Indenture shall for all purposes be and remain subject and subordinate to the Declaration.

Section 6. Use Restrictions. No Lot may be improved, used or occupied for other than private residential purposes by a single family. No signs advertising any Lot or Living Unit for sale or lease shall be displayed on any Lot.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, and the official seal of said corporation has been affixed, the day and year first above written.

LAKE SAINT LOUIS HARBOR TOWN AREA ASSOCIATION

ATTEST:

Cathy Lane
Cathy Lane, Secretary

By James Matthies
James Matthies, President

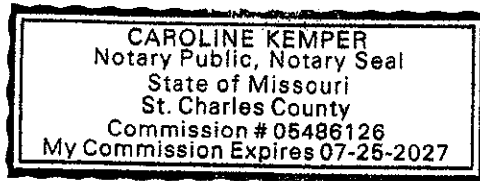
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 29th day of November, 2023, before me appeared James Matthies, to me personally known, who, being by me duly sworn, did say that he is the President of Lake St. Louis Harbor Town Area Association, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and that the statements and recitals contained in the foregoing instrument are true and correct; and said James Matthies acknowledged said instrument to be the free act and deed of said corporation.

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

Caroline Kemper
Notary Public

My term expires: 7/25/2027



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\$ 103.00

PAGES: 21

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: KBEXTERMUELLER

1ST PAGE REQUIREMENTS

**Recorder of Deeds Certificate
St. Charles County Missouri**

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee to RSMo 59.310.4. This is the first page of your document - DO NOT REMOVE.

**ST. CHARLES
COUNTY**

**RECORDER
OF DEEDS**

Mary E. Dempsey
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301