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January 18, 2012

Mr. John Lindbloom 16411
Monroe Knoll Court
Grover, MO 63040

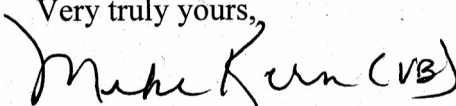
Re: Arlington Terrace Subdivision

Dear John,

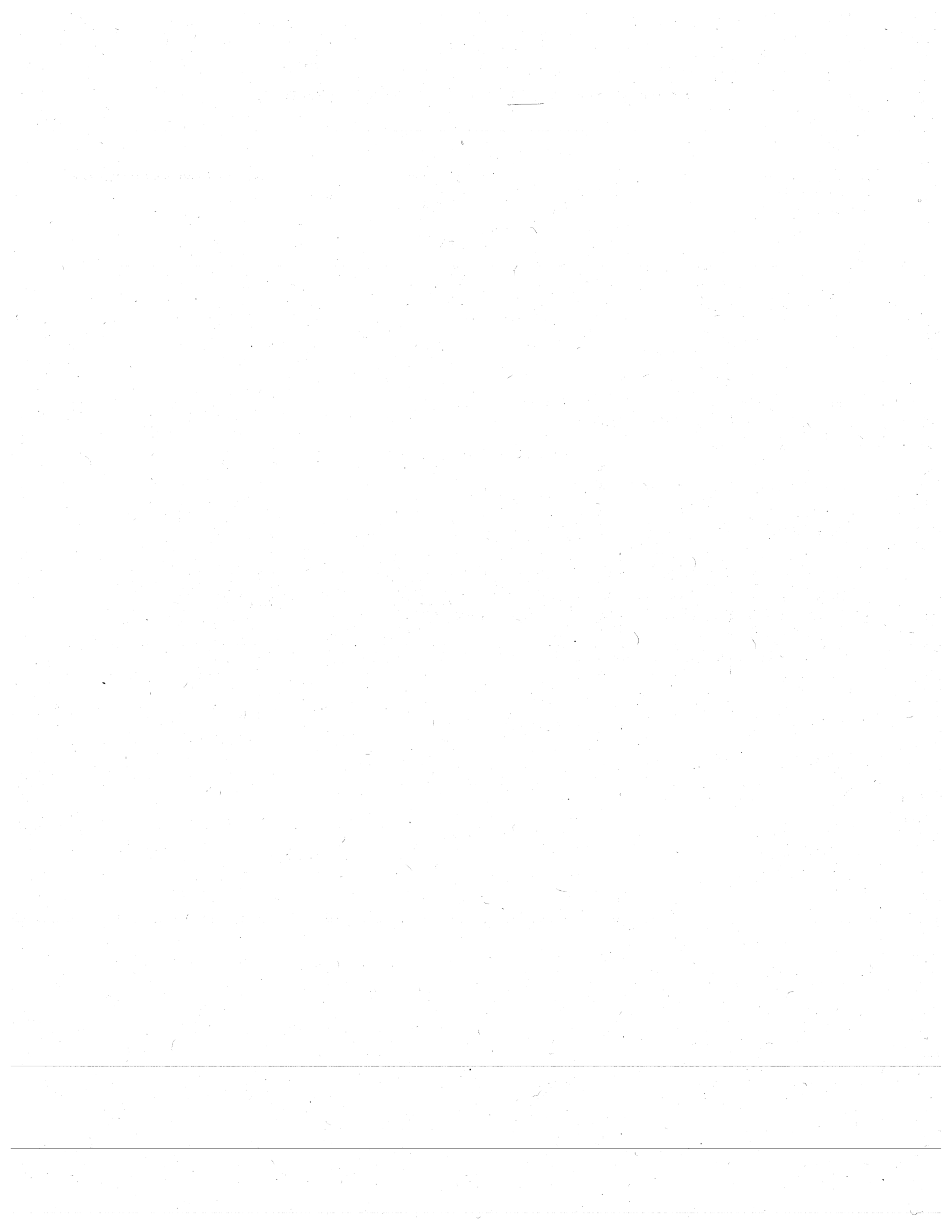
We were able to record the Amended Restrictions online and I enclose the recorded document for your records. I am also returning to you the original signed version of the document which you should keep with the recorded copy.

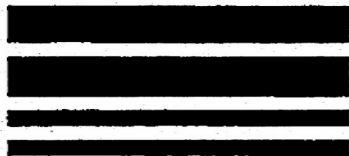
If you have any questions, please do not hesitate to contact me.

Very truly yours,


Michael N. Kern

MNK/kvb
Enclosure





JANICE M. HAMIWONDS, RECORDER

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ORDER OF DEEDS

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

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	VILLAGE OF ARLINGTON TERRACE HOMEOWNERS'		
PROPERTY DESCRIPTION:	VILLAGE OF ARLINGTON TERRACE		

Lien Number

Notation

Locator

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.

Document Number
00058

COUNTY OF ST. LOUIS)

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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 28 pages, (this page inclusive), was filed for record in my office on the 18 day of January 2012 at 09:04AM and is duly 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.

MM
Deputy Recorder



Jamie M. Hammonds

St. Louis County, Missouri

MM
Deputy Recorder

Mail to:

Destination code: **4001**

RECORDNGFEE 102.00
(Paid at the time of Recording)

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Space Above Line Reserved For Recorder's Use

1. Title of Document:
2. Date of Document:
- 3.

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4. Book 7961 Page 1927 Book
8153 Page 1592

5. Legal description:

6.
AMENDED AND
RESTATED
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
THE Y OF AR-Lugo 'ON
TERRACE

October 2, 2011

The Village of Arlington
Terrace Homeowners'
Association

Vi!Eage of Arlington
'Terrace Association

See Exhibits "A" and "B" of
Declaration recorded in
Book 7961 at
Page 1927

AMENDED AND RESTATED DECLARATION OF COVENANTS,
COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
VILLAGE OF ARLINGTON TERRACE

THIS AMENDMENT instrument is made and executed as of the day of October 2011, by the undersigned officers of The Village of Arlington Terrace Homeowners' Association, a Missouri not for profit corporation (the "Association").

Recitals

A. Arlington Terrace subdivision is a single family residential community located in St. Louis County, Missouri ("Arlington Terrace") which is subject to and governed by certain covenants, conditions and restrictions set forth in that "Declaration of Covenants, Conditions and Restrictions for the Village of Arlington Terrace" dated August 12, 1986, recorded in Book 7961 at Page 1927 of the St. Louis County Records, as the same as been heretofore amended pursuant to that "First Amendment to Declaration of Covenants, Conditions and Restrictions for the Village of Arlington Terrace" dated June 24, 1987, recorded in Book 8153 at Page 1592 (collectively the "Existing Declaration").

B. The Association is a not for profit corporation operating under the terms of the Existing Declaration, and the Association is authorized and empowered to own, maintain and administer certain common areas in Arlington Terrace; to ensure the effective management of Arlington Terrace and its common areas; to administer and enforce the Existing Declaration; and

to collect, disburse and expend the assessments and charges required and permitted under the Existing Declaration.

C. On or about October 2, 2011, the Members of the Association, upon the approval of not less than seventy-five percent (75%) of the Members present at the meeting (in person or by proxy), adopted a resolution (the "Approval Resolution") approving an amendment of the Existing Declaration totally amending and restating the-terms thereof in their entirety as set forth below.

Section 7.5 of the Existing Declaration requires any amendment thereof adopted by the Members of the Association to be recorded in the St. Louis County Records and, further, the Approval Resolution adopted by the Members requires the President and Secretary of the Association to certify and attest to the amendment approved under the Approval Resolution and to cause the certified amendment to be recorded in the St. Louis County Records.

E. Although not required by the Existing Declaration, and although not expressly required by the terms of the additional Declaration of Covenants, Conditions and Restrictions

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for The Villages of Cherry Hills (the "Master Declaration") which also govern Arlington Terrace, the Board of Directors under the Master Declaration has approved the total amendment and restatement of the Existing Declaration as set forth below.

NOW, THEREFORE, in consideration of the premises hereto, and pursuant to the terms of the Approval Resolution adopted by the Members of the Association, the undersigned officers of

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the Association hereby declare and certify that the Existing Declaration was totally amended and restated by the Members of the Association to read as follows, to-wit:

"DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE OF ARLINGTON TERRACE

THIS DECLARATION totally amends and restates that "Declaration of Covenants, Conditions and Restrictions for the Village of Arlington Terrace" dated August 12, 1986, recorded in Book 7961 at Page 1927 of the St. Louis County Records, as the same as been heretofore amended pursuant to that "First Amendment to Declaration of Covenants, Conditions and Restrictions for the Village of Arlington Terrace" dated June 24, 1987, recorded in Book 8153 at Page 1592 (collectively the "Original Declaration"). All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Original Declaration.

RECITALS

A. In addition to this Declaration, Arlington Terrace is subject to certain covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges provided in a certain Declaration of Covenants, Conditions and Restrictions for The Villages of Cherry Hills

Recorder of Deeds of St. Louis County, Missouri.

m THE VILLAGES OF CHERRY HILLS MASTER HOMEOWNERS' ASSOCIATION is a Missouri not-for-profit corporation which, pursuant to the terms of the Master Declaration, has been delegated and assigned certain powers and duties with respect to

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the entire residential community known as The Villages of Cherry Hills, of which Arlington Terrace is a part.

C. The covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges set forth in this Declaration have been adopted for the purpose of (i) ensuring the attractiveness of Arlington Terrace, (ii) providing for the enhancement of property values within Arlington Terrace, and (iii) providing for the maintenance of the common areas in Arlington Terrace which, pursuant to this Declaration, are to be maintained by the Owners of Lots (as such terms are hereinafter defined) in Arlington Terrace.

D. The Association has been vested with the right, power and authority of (i) owning,—maintaining—and=administering the common—areas—to—be maintained—by—the-Owners

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within Arlington Terrace, (ii) administering and enforcing the covenants, conditions and restrictions set forth in this Declaration, and (iii) collecting, disbursing and expending the assessments and charges required as permitted by this Declaration.

NOW, THEREFORE, it is hereby declared that the real property subjected to the provisions of this Declaration, and all improvements situated on said real property, shall be held, sold and conveyed subject to the terms and provisions of the covenants, conditions and restrictions herein set forth, all of which shall run with such real property and be binding on all parties having any right, title or interest in such real property or any part thereof, and their heirs,

personal representatives, successors and assigns.

ARTICLE 1

DEFINITIONS

The following words when used in this Declaration, or in any amendment to this Declaration, shall (unless the context clearly indicates otherwise) have the following meanings:

1.1 "Arlington Terrace" shall mean and refer to the property that is from time to time subject to this Declaration.

1.2 "Articles of Incorporation"

the Associatioq.

shall mean and refer to the Articles of Incorporation of
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1.3 "Association" shall mean and refer to The Village of Arlington Terrace Homeowners' Association, a not-for-profit corporation organized under and pursuant to the laws of the State of Missouri, and its successors and assigns.

1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.5 "By-Laws" shall mean and refer to the By-Laws adopted by the Board of Directors.

1.6 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

1.7 "Living Unit" shall mean and refer to any structure situated on a Lot, designed and intended for use and occupancy as a residence by a single family.

1.8 "Lot" shall mean and refer to a portion of the Property designated as a lot in (i) the recorded subdivision plats of the Property; or (ii) any recorded display plats of the Property.

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1.9 "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Villages of Cherry Hills, and any amendments thereto duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

1.10 "Master Association" shall mean and refer to The Villages of Cherry Hills Master Homeowners' Association, a Missouri not-for-profit corporation,

1.11 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.12 "Mortgage" shall mean and refer to a first mortgage or a first deed of frust on any Lot within Arlington Terrace, if the Association has been notified in writing of the existence of such mortgage or deed of frust.

1.13 "Mortgagee" shall mean and refer to any person or entity holding a first mortgage Te%tace, if rxSSOCi•åLiOii veen itOtifigu iii writing of the existence of such mortgage or deed of trust.

1.14 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Arlington Terrace, but shall exclude those having such interest merely as security for the performance of an obligation,

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such as Mortgagee. until such Mortgagee has acquired record title pursuant to foreclosure or any procedure. lieu of foreclosure,

1.15 "Property" shall mean and refer to all of the real property (including all improvements situated thereon) described in the exhibits to the Original Declaration.

1.16 "Restrictive Covenants" shall mean and refer to the restrictive covenants set forth in Article V hereof.

1.17 "Village Common Area" shall mean and refer to those portions of the Property identified as "Village Common Area" in the exhibits to the Original Declaration and/or the plats of the Property which created the Lots, and all improvements located on such Village Common Area, including without limitation, all roads, sidewalks, recreational facilities (if any), street lights, lakes (if any), landscaping, storm water ponds and storm water inlets, excluding only those areas within the Village Common Area dedicated to and accepted by public authorities. The Village Common Area shall include, however, all areas within the Village Common Area to be dedicated to public authorities but not yet accepted by such public authorities.

THE ASSOCIATION

2.1 Mgmbgshjp. Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee who has acquired record title to a Lot pursuant to foreclosure or any procedure in lieu of foreclosure shall be entitled to exercise the Owner's rights in the Association with regqrd to such Lot.

2.2 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot in which the Member holds the ownership interest required for membership by Section 2.1 above. When more than one person holds an ownership interest in any one Lot, all such persons, collectively, shall hold the vote for such Lot, and the vote for such Lot shall be exercised as such persons determine among themselves; provided, however, in no event shall more than one (1) vote be cast with respect to any Lot.

2.3 Voting Requirements and Directors of Association,

2.3.1 Unless otherwise set forth in this Declaration, the Articles of Incorporation the By- or required by C.ie•nera) !"é\$fiGopPtofit (.torpatation Gt- the

Of a vote (Jf the present pezson by p?cxy) A.du}y called meeting of the Members (at which a quorum is present) shall be necessary for the adoption by the Association of any matter voted upon. No cumulative voting shall be required or permitted at any meeting of the Association or in any vote of the Members. The notice and quorum requirements for Member meetings are set forth in the By-Laws.

23.2 The affairs of the Association shall be managed by a Board of Directors consisting of at least four (4) Directors (who need not be Members if a sufficient number of Members do not consent to serve). The number of members to comprise the Board of Directors from time to time shall* subject to the foregoing minimum, be determined by vote of • the Association's membership. The Board members shall be elected by the Members and shall be

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the persons who receive the highest number of votes among all of the Members (as set forth more fully in the By-Laws). To the extent possible, the Directors shall serve staggered terms of three (3) years, as set forth more fully in the Articles of Incorporation and the By-Laws.

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2.4 Powers and Duties. The Association shall have the following powers and duties, which may be exercised and performed by and through the Board of Directors acting on behalf of the Association:

2.4.1 To prevent any violation of, compel the performance of, and otherwise enforce any or all of the Restrictive Covenants which are imposed by the terms of this Declaration, and also any rules and regulations adopted by the Board of Directors to govern the use of the Village Common Area, the enforcement of the Association's easements and/or the parking on and use of the Arlington Terrace streets. The power and authority herein granted to the Board of Directors is intended to be discretionary and not mandatory, and nothing contained herein shall restrict the right of any Owner to enforce any of the Restrictive Covenants in his own behalf and at his own expense. Without limiting the generality of the foregoing, the Board Of for Of this and adopted hereunder, provided that the Boards imposition of a sanction on any Owner shall be subject to the Owner being provided written notice of the violation, an opportunity to cure the violation within a time period specified by the Board, and the right to appeal the Board's action (i.e., the finding of a violation and imposition of a sanction) as set forth in Section 8.2 hereof. The sanctions which the Board shall have authority to impose shall include, without limitation, the following.

- (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- (ii) suspending an Owner's right to vote;
- (iii) suspending any services provided by the Board of Directors to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Board;
- (iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and

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regulations), or taking action to abate any violation of this Declaration in a nonemergency situation;

- (v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and

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restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

- (vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Trustees prevail, they shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action. The expenses and costs of any enforcement proceedings initiated by the Association shall be paid out of the assessments paid to the Association, as hereafter set forth; provided, however, that the foregoing authorization to use the assessments for such enforcement proceedings shall not preclude the Association from collecting such costs from an offending Owner. The decision of the Board of Directors whether to pursue enforcement in any particular case shall be left to the Board's discretion. A decision of the Board not to enforce a covenant, restriction or rule in a particular case shall not be construed as a waiver of the right of the Board to pursue enforcement at a later time, under the same or other circumstances, or otherwise preclude the Board from enforcing the covenant, restriction or rule involved.

2 4 2 T g provide for the costs of repaired maintenance the Village
Common Area; improvements to the
Village Common Area, excluding the cost of any
Village Common Area, the repair and maintenance responsibilities for which have been
expressly assumed in writing by the Master Association;

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24.3 To exercise control over the Village Common Area, the Association's easement* and the streets, entrance markers, cul-de-sac islands, and medians (subject to the right-of-way rights held by any applicable municipality) as is necessary to maintain, repair, manage, oversee and ensure the proper use thereof;

2.4.4 To further improve any part of the Village Common Area beyond the current improvements, provided, however, that any improvement proposed to be constructed on the Village Common Area shall (i) be subject to the prior approval of the Board of Directors of the Master Association and shall be subject to the use by all residents of The Villages of Cherry Hills; and (ii) require the approval of more than a two-thirds (2/3) vote of the Members present in person or by proxy at a duly called meeting of the Members at which a quorum is present;

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2.4.5 To

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maintain and repair the Village Common Area (excluding any improvements described in Section 2.4.2 to be maintained by the Master Association), including doing any act, thing or deed that is necessary or desirable in the judgment of the Association to maintain the Village Common Area in a neat and orderly fashion;

2.4.6 To create, grant and convey easements upon, across, over and under the Village Common Area for the installation, replacement, repair and maintenance of utility lines serving any Lots or such other easements deemed necessary or desirable by the Master Association pursuant to its authority to cause the Association to grant easements upon, across, over and under the Village Common Area;

2.4.7 To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the

2.4.8 To employ from time to time such agents, servants and laborers as the Association may deem necessary for the purpose of exercising the powers, rights and privileges granted to it, including the power to employ a managing agent to administer the Association's affairs;

2.4.9 To make contracts for providing services to the Association, the Village Common Area, and/or the Owners or the Lots;

2.4.10 Provided the Board of Directors has provided the Owner notice of the violation and the Owner has failed to remedy the violation within the time period requested by the Board, and provided the Board has given the Owner the right to appeal the Board's action (i.e., the finding of a violation and the imposition of a sanction, if applicable) as set forth in Section 8.2 hereof, the Association shall have the power and authority, acting by and through the Board of Directors, to enter upon an Owner's Lot to remedy any violation of the Restrictive Covenants, including the right, power and authority to clean up rubbish and debris from, remove grass and weeds from, and trim, cut back, remove, replace and maintain trees, shrubbery, plants and flowers on any vacant or neglected Lot, and to charge the Owner thereof with the reasonable expenses so incurred (and the Directors shall not be deemed guilty or

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2.4.12 To liable for any manner of trespass, or for any other act or any injury, for any such entry, abatement, removal or planting);

2.4.11 To fix, levy, collect and enforce payment of all fines, charges and assessments provided-forin rules-and-regulations-adopted hereunde .

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hold title to the Village Common Area and the Association's easements, and to hold and administer the Village Common Area and the Association's easements for the benefit and enjoyment of the Owners and/or residents of Lots, and all other owners and residents within The Villages of Cherry Hills, and pay any real estate taxes and assessments levied on any portion of the Village Common Area out of the assessments hereinafter provided;

2.4.13 To secure liability insurance covering the acts or omissions of members of the Board of Directors, officers, committee members, and employees ("Errors and Omissions Coverage"), as the Board of Directors shall deem appropriate, provided that, in any event, the Board shall cause all officers or employees having fiscal responsibilities to be bonded or covered under Errors and Omissions Coverage;

2.4.14 To procure and maintain liability insurance and hazard insurance on the Village Common Area with coverages and in amounts which the Association deems necessary or prudent;

2.4.15 To maintain existing monuments on the property lines of any Lot or any Village Common Area, in order to delineate the boundary lines of such Lot and/or the Village

Common Area;

2.4.16 To enter into any agreements or lease agreements, which in the judgment of the Board enables the Association to efficiently perform its obligations hereunder; and such agreements may include, without limitation, agreements with the Master Association, any other homeowners' association within The Villages of Cherry Hills or any governmental agency, to share employees or agents, or share or lease building space and equipment (including the maintenance of such equipment);

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2.4.5 To

2.4.17 To grant variances from the provisions of this Declaration where, in the sole discretion of the Board of Directors, due cause therefore is demonstrated by an Owner;

2.4.18 To exercise such other or additional rights as are conferred upon the Association pursuant to the terms of this Declaration;

2.4.19 To fully cooperate with the Master Association by granting such easements in connection with the Village Common Area, and doing any act, thing or deed necessary to enable the Master Association to perform its duties and exercise its powers under the Master Declaration; and

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make rules and regulations governing the use of the Village Common Area, the use and enforcement of the Association's easements, the use of and parking on the Arlington Terrace streets, and/or the implementation and enforcement of the Restrictive Covenants (as provided in Section 5.20) which the Association determines, within its reasonable discretion, will further the objectives set forth in Paragraph C of the Recitals to the Declaration, or will otherwise be in the interest of the health, welfare and/or safety of the Owners and/or residents of Arlington Terrace, and the Association may exercise such control over the use of the Village Common Area, the Association's easements, and the Arlington Terrace streets (subject to the right-of-way rights held by any applicable municipality) as it reasonably deems necessary to ensure compliance with such rules and regulations.

ARTICLE 111

Creation of the Lien and Personal Obligation of Assessments

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed for such Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges and (ii) special assessments for any specified purpose, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest as hereinafter provided* costs of collection, and reasonable attorneys' fees, shall be a charge on the land and, except as otherwise provided in Section 3.9 hereof, shall be a continuing lien upon the Lot against which each such assessment

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2.4.12 To

is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such •Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

3.2 Purpose of Assessments. assessments levied by the Association shall be used exclusively for the purpose of furthering the objectives specified in the Recitals to this Declaration, and otherwise promoting the recreation, health, safety and welfare of the Owners and/or residents of Arlington Terrace.

3.3 Determination of Annual Assessments. The fiscal year of the Association shall be based on the calendar year or any partial calendar year this Declaration is in effect. For each fiscal year during which this Declaration is in effect, the Board budget

(hereinafter the "Budget") of the amounts the Board reasonably estimates will be necessary to adequately fulfill the Association's responsibilities hereunder during such fiscal year, such amounts to include, without limitation, adequate and reasonable reserves for repair and replacement of the improvements forming a part of the Village Common Area (except such improvements on the Village Common Area, the repair and maintenance responsibility for which have been expressly assumed in writing by the Master Association). Said Budget shall also take into consideration the portions of the Land expected to be added to Arlington Terrace during such fiscal year. The Board shall also determine the assessments each Owner shall pay, which assessments, when added to the assessments of all other Owners, shall equal the total expenditures budgeted by the Board for such fiscal year. The assessment shall be uniform for each Lot,

3.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any fiscal year a special assessment applicable to that fiscal year only for any specified purpose, provided that any such assessment shall be approved by a vote of at least two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of Members (at which a quorum is present) duly called for such purpose, written notice of which (setting fo;- purpose. of the meetii•g•) shaft be to Memhers nct tess than tan nov
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3.5 Rate of Special Assessment. Any special assessments shall be fixed at a uniform rate for each Lot.

3.6 Quorum for any voting Authorized under Section 3.4. At any meeting called for any specified purpose pursuant to Section 3.4 of this Article III, the presence at the meeting of Members (and/or proxies) entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirements set forth in Section 3.4, and the required quorum at any such 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 fifty (50) days following the preceding meeting.

3.7 Notice of Annual Assessments; Due Dates: Certificates.

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3.7. I The Board shall send written notice of any annual assessment to every Owner subject to such assessments at least thirty (30) days in advance of each fiscal year of the

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Association and the due dates of such assessments shall be established by the Board. The Board may permit the assessment to be paid in monthly installments.

3.7.2 The Association shall, upon demand and at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be imposed by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of such certificate's issuance. 3.8 Remedies of the Association for Nonpayment of Assessments.

3.8. I If any assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date until paid at the rate of two percent (2%) per month, or the maximum rate permitted by law (if such maximum rate is less than 2% per month). The ASSOCIATION in its discretion may, in addition to the imposition of interest:

(i) impose a penalty as previously established by rule adopted pursuant to the provisions of this Declaration, the Articles of Incorporation or the By-Laws;

(ii) accelerate the required payment date of the entire remaining annual assessment (if permitted to be paid in monthly installments); and/or

(ii:i) bring an action at law against the Owner personally obligated to pay such assessments and/or foreclose the lien against which such sums have been assessed. Interest, costs and reasonable attorneys' fees of the Association incurred in any such action (or, if any such action is not actually brought, in preparation for such action) shall be added to the amount of such assessment.

3.8.2 No Owner may waive or otherwise escape liability for payment of any such assessments by nonuse of the Village Common Area or abandonment of such Owner's Lot.

3.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of such Lot's Mortgage, as defined in Section 1.12 hereof, provided such Mortgage was recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, prior to the date the applicable delinquent assessment was due. The

sale or transfer of any Lot pursuant to a foreclosure sale or any proceeding in lieu thereof shall extinguish the lien of all assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot (or such transferee) from liability for any assessments which

become due after the date of such sale or transfer, or from the lien of such assessments accruing after such date.

3.10 Exempt Property. The following areas within the Property shall be exempt from the assessments provided for in this Article III: (i) all areas dedicated to and accepted by any local public authority, by recordation of an appropriate document in the land records of St. Louis County, Missouri; and (ii) the Village Common Area.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

4.1 Composition of ARC. The Architectural Review Committee (sometimes herein referred to as the "ARC") shall, unless otherwise constituted by appointment of the Board, be composed of those persons serving as the Directors on the Board of Directors. Notwithstanding the foregoing, the Board of Directors may, in its discretion, appoint and establish an ARC comprised of Director and nonDirector members, or comprised of all non-Director members, provided that all members of the ARC must be Owners. The ARC shall be composed of a minimum of three (3) members and a maximum of seven (7) members, as determined by the Board. The members of the ARC shall serve three (3) year terms, as determined by the Board.

4.2 Method of Selection. The ARC shall be composed of persons serving as elects to the Directors on the Board of Directors, unless the Board elects to comprise the ARC differently pursuant to Section 4.1. In the latter case, the members of the ARC shall be selected by the Board of Directors; as the terms of the ARC members expire, their replacements shall be appointed by the Board then serving; and, if a member of the ARC vacates his position, the Board serving at the time the position is vacated shall either eliminate such position on the ARC or appoint a replacement to serve during the unexpired portion of the term of the vacating ARC member.

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4.3 Duties and Powers. The ARC is hereby authorized to regulate and approve any alteration or modification of the exterior design or appearance of any Living Unit and/or the Lot on which any Living Unit is situated, including without limitation, the alteration, modification, removal, installation, construction, placement or location of any building, storage shed or similar structure, outbuilding, fence, wall, driveway, deck, patio, patio enclosure, screened porch or similar structure, swimming pool, tennis court or other improvement. In performing its duties,

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the ARC shall act in a manner which, in its reasonable judgment, will (i) protect Owners against any alterations or modifications of the exterior design or appearance of any Living Unit and/or Lots that would depreciate the value of the Owners' Living Units and Lots or the balance of the Property; (ii) prevent haphazard or unharmonious alterations or modifications of the exterior design or appearance of Living Units and/or Lots; and (iii) in general, ensure that all alterations or modifications of the exterior design or appearance of Living Units and Lots are high quality in nature and harmonious with the balance of the Property. Accordingly, the ARC shall be charged with the following responsibilities:

4.3.1 The ARC shall review and approve, modify or disapprove all applications of Owners submitted pursuant to Section 5.11 for alterations or modifications of the exterior design or appearance of any Living Unit or Lot that exists on the Property from time to time. If

AR^o fails to approve or disapprove any such application within thirty (30) days of its receipt thereof, such application will be deemed to be approved, except that no such automatic approval shall allow the applicant to undertake any modification or alteration that is prohibited by this Declaration or by applicable law. The ARC may, by resolution, exempt certain alteration or modification activities from the application and approval requirements of this Declaration, provided the activities are in compliance with the terms of such exemption. The ARC's review of any application, plans and specifications shall be deemed to constitute a waiver of the ARC's right to withhold approval of any similar applications, plans and specifications, or matters subsequently or additionally submitted for approval. Review and approval of any application by the ARC will be made on the basis of aesthetic considerations only, and the ARC will not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and

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other governmental requirements. The ARC shall have the authority, in reviewing applications submitted to it hereunder, to grant variances in the event that the plans or specifications submitted call for some minor violation of one or more of the criteria established by the ARC hereunder. Such variances shall be consistent with the overall objectives of architectural control and shall lie in the ARC's sole discretion.

4.3.2 The ARC shall periodically inspect the Property for compliance with all approvals granted pursuant to Section 4.3. I.

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4.3.3 The ARC shall adopt procedures for the exercise of its duties and the conduct of its proceedings and shall enter them in an official procedures book, which shall be readily available for review by any Owner. The ARCs procedures shall be consistent with the terms and conditions of Section 5.11 and this Article IV.

4.3.4 The ARC shall maintain complete and accurate records of all actions taken by the ARC. In addition, the ARC shall have a member of the ARC attend all meetings of the Board of Directors to provide reports and updates of all actions and decisions of the ARC (unless the ARC is comprised of the persons serving as the Directors on the Board of Directors).

4.3.5 The ARC shall (unless it is composed of those persons serving as the Directors on the Board of Directors) be deemed to be an agency of the Board of Directors acting for the benefit of the Board and, as such, the powers and authorities of the ARC shall be subject to the powers, authorities, policies and decisions of the Board of Directors. The Board of Directors shall have the right and authority to review, approve, reverse and/or modify the actions and decisions of the ARC, either on the Board's own motion or upon an appeal filed by an aggrieved Owner. Any Owner aggrieved by any action or decision of the ARC shall have the right to appeal such action or decision to the Board of Directors as provided in Section 8.2 hereof.

4.4 Criteria. The ARC shall develop and update from time to time in consultation with one or more licensed architects and/or other design professionals; provided, however, that the ARCs criteria as developed and updated from time to time shall be approved by the Board of Directors. The criteria established by the ARC may address such elements as overall design, materials, colors, physical location, scale and proportion, screening and lighting. The criteria may

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reflect appearance and design objectives established by the ARC in furtherance of the purpose and mission of the ARC as described in Section 4.3. One of the objectives of the ARC may be to ensure that any exterior modifications to a Living Unit and Lot such as a room, garage or other addition is constructed of similar materials and colors as the main structure. The ARC's criteria shall include the guidelines, specifications, and restrictions to be applied to the design, placement, installation and/or construction of any detached building, storage shed, barn or other similar structure on any Lot.

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ARTICLE V

RESTRICTIVE COVENANTS

5.1 All Lots within the Property shall be used exclusively for residential purposes. No sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in or from any Lot.

5.2 No clothing, laundry, or wash shall be aired or dried outside any Living Unit or on any portion of a Lot.

5.3 No tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic or street signs.

5.4 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the other Owners.

5.5 Owners shall, at all times, maintain their Lots and all appurtenances thereon (including their Living Units) in good repair and in a neat state. Except for trees, shrubs, plants and flowers that are neatly maintained, all open areas of Lots improved by Living Units shall be improved with other materials approved by the ARC. Owners shall keep all lawn areas mowed and shall permit grass to grow to a height in excess of four (4) inches. In addition, Owners shall maintain, trim, cut back, remove and replace trees, shrubs, plants and flowers to keep them in a neat, orderly and aesthetic condition, including removing dead trees, tree limbs, shrubs and flowers.

5.6 Each Owner shall also be responsible for (a) repairing, restoring and replacing, as necessary, any sidewalk located on the Owner's Lot (except to the extent such responsibility is

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assumed or satisfied by any applicable municipality), (b) removing any snow, ice or debris from any sidewalk located on the Owner's Lot, and (c) maintaining all grassy strips located in the public right-of-ways which are contiguous to the sidewalks located on the Owner's lot, in the same manner as such Owner is required to maintain the lawns on his Lot.

5.7 No sign, advertisement, billboard or advertising structure of any kind, whether or not illuminated, shall be erected, maintained or displayed to public view on any Lot, provided that nothing herein contained shall prohibit an Owner from placing one "For Sale" or "For Rent" sign (not exceeding 2 feet * 4 feet in dimension) on his Lot.

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5.8 No domestic or wild animal shall be kept or maintained in any Living Unit (or on any Lot), except for common household pets such as dogs and cats which do not have vicious propensities and which are maintained in compliance with all St. Louis County and State of Missouri laws and regulations. Notwithstanding the foregoing, no household pets shall be kept, bred or maintained for commercial purposes, and no household pet shall be permitted to create a nuisance or annoyance to surrounding Lots or to any other homes within The Villages of Cherry Hills. Pets shall at all times be kept on a leash or within an enclosed or fenced area (which may include an area enclosed by an in-ground fence). No "runs" or other outdoor structures shall be erected or maintained for any pets.

5.9 Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the Lots.

5.10 The exteriors of all Living Units and other structures and appurtenances on any Lot, including without limitation the walls, doors, windows and roofs of Living Units and other structures, and the fences, driveways, decks and patios, and other exterior structures and appurtenances on any Lot, shall be maintained in good order and repair and free of mold, mildew, peeling rotting wood and other unsightly conditions. The exterior shall be maintained prior to the commencement of construction. In the event of fire, windstorm or other damage, no structure's exterior shall be permitted to remain in a damaged condition for longer than three (3) months.

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5.11 No Living Unit and no portion of any Lot on which a Living Unit is situated shall be altered or modified with respect to its exterior design or appearance (including without limitation, the alteration, modification, removal, installation, construction, placement or location of any building, storage shed or similar structure, outbuilding, fence, wall, driveway, deck, patio, patio enclosure, screened porch or similar structure, swimming pool, tennis court or other improvement) unless and until application for approval thereof is made to and approval thereof is granted by the ARC in accordance with the criteria established under Section 4.4 hereof. All such applications shall include the relevant plans and specifications related to such alterations or modifications (showing degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, and texture), a site plan showing location and configuration of any alterations,

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and any other information reasonably requested by the ARC. The ARC is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. No application shall be considered complete until all required information and the review fee (if any) are submitted. All submittals shall be made in writing and shall be deemed submitted when personally delivered to the Board of Directors, on behalf of the ARC, at the address from time to time maintained by the Board for receipt of notices, or when sent to the Board at such address by postage prepaid, registered or certified mail, return receipt requested. ARC approval of an Owner's application for alteration or modification shall be conditioned upon the Owner obtaining all necessary permits for the alteration or modification required by applicable governmental authorities. If the ARC approves an Owner's application for an alteration or modification but construction thereof does not commence within one year of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing his construction activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered and shall be subject to enforcement action by the Board of Directors or any aggrieved Owner. The Board of Directors may require any Owner whose application is approved to post a reasonable

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deposit with respect to the proposed project in order to ensure that, upon completion of the project, all debris shall be removed from the site and any and all damages to subdivision improvements shall be repaired.

5.12 Other than a small television dish installed on the Living Unit itself, no exterior television, radio, or other communications antenna of any sort shall be erected or maintained on any Lot, the exterior of any Living Unit or any portion of the Village Common Area without the approval of the ARC.

5.13 No fences made of materials other than wood, vinyl, wrought iron, aluminum or other materials approved by the ARC (excluding chain link fencing) and no fences in excess of four (4) feet in height shall be permitted on a Lot, provided, however, that the ARC will consider approving screened privacy fences for pools and patio areas.

5.14—In no event shall any above-ground pools be permitted on any Lot.

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5.15 No dilapidated vehicles, abandoned vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans (other than typical passenger vans), wreckers, hearses, buses, boats, boating equipment, mobile homes, or camping equipment, shall be parked on any streets within Arlington Terrace, or on the Village Common Area, or on any Lot except on a driveway or in an enclosed garage on the Lot. No streets within Arlington Terrace, or any portion of the Village Common Area or any Lot shall be used for the maintenance or repair of motor vehicles. The foregoing shall not prohibit an Owner of a Lot improved with a garage from maintaining or repairing a motor vehicle owned by him or members of his family within such enclosed garage.

5.16 No separate detached buildings, storage sheds, barns or other similar structures shall be placed, installed or constructed on any Lot unless and until application for approval thereof is made to and approval thereof is granted by the ARC in accordance with Section 5.11 hereof.

5.17 No fence, wall, tree, hedge, shrub or other planting shall be placed, installed or maintained on any Lot in such manner as to obstruct sight lines for vehicular traffic or street signs.

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5.19 Any lease or rental agreement for a Lot shall be in and be subject to the requirements of this Declaration, the Articles of Incorporation, the By-Laws and all rules and regulations promulgated by the Association and/or the ARC. No Lot may be leased or rented for less than six (6) months.

5.20 The Board shall have the authority to adopt such rules and regulations with respect to Sections 5.1 through 5.19, inclusive, as it may from time to time consider necessary or appropriate.

5.21 The Board shall have the power and authority, acting for and on behalf of the Association, to take such action as it deems necessary to correct such violations, including entering on the offending Lot and performing corrective action, all at the cost and expense of the Owner of the Lot in violation of this Article, and such entry shall not constitute trespass by the Board or its agents; provided, however, that before taking any such action, the Board shall

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provide the Owner written notice of the violation, an opportunity to cure the violation within a time period specified by the Board, and the right to appeal the Board's finding of a violation as set forth in Section 8.2 hereof. It is acknowledged that any Owner shall have the authority to enforce in its own name any of the Restrictive Covenants.

ARTICLE VI

EASEMENTS

6.1 The Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel, and all similar persons are hereby granted an easement to enter upon the Property (and any portion thereof) in the exercise of the functions provided by this Declaration and the Articles of Incorporation and By-Laws of the Association, in the event of emergencies, and in the performance of proper governmental functions.

case 01 any emergency, when access Sum ve immeujate, the right OL entry created by Section 6.1 shall be exercised only during reasonable daylight hours and

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then, whenever practicable, only after advance notice to, and with the permission of, any Owner or tenant directly affected by such entry.

6.3 Under the Original Declaration, the original Declarant reserved unto itself, its successors and assigns and Developers a nonexclusive easement over any Lot or Village Common Area for the purpose of (i) installing, repairing or maintaining utility lines or areas, including, but not limited to, storm water ponds and storm water inlets, sanitary sewers, gas lines, electric lines or cables, water lines, telephone lines, street lights and the like, and (ii) conducting any construction activities required to develop the Commercial District in accordance with the Site Plan.

ARTICLE VII

REQUIREMENTS OF ST. LOUIS COUNTY MISSOURI

7.1 Conveyance to Association by General Warranty Deed. The Village Common Area has heretofore been conveyed to the Association by general warranty deed.

7.2 Duration of Declaration • Vacation of Subdivision. The term of this Declaration shall be for the duration of the subdivision approved for the Property. In the event the subdivision is vacated, thereafter, fee simple title to the Village Common Area shall vest in the then Owners as tenants in common; provided, however, that all of the rights, powers and upon the—Association by

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Association. The rights of such tenants in common shall only be appurtenant to and exercisable in conjunction with their ownership of Lots. Any conveyance or change of ownership of any Lot shall convey with it ownership in the Village Common Area, so that none of the Owners of Lots shall have such rights of ownership as to permit them to convey their interests in the Village Common Area except as incident to the conveyance of the Lots owned by them. The sale of any Lot shall carry with it all the incidents of ownership in the Village Common Area although such is not expressly mentioned in the deed conveying such Lot; provided, however; that no right or power conferred upon the Association shall be abrogated.

7.3 Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the Village Common Area for any public purpose during the period this Declaration is in effect, the Board of Directors of the Master Association are hereby authorized to

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negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. The Board of Directors are also authorized to execute instruments necessary for such acquisition. Should acquisitions by eminent domain become necessary only the Board of Directors of the Master Association (and, if desired by the taking authority, the Board of Directors) need be made parties, and in any event the proceeds received shall be held by the Master Association the benefit of all owners within T

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~~other provisions contained in this~~

Declaration, the Board of Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the subdivision may become a part and for such purposes, shall not be limited to the annual assessment provided for herein.

7.5 Amendment. This Declaration may be amended, modified or changed upon the approval of not less than seventy-five percent (75%) of the Members present in person or by proxy at a duly called meeting of the Members at which is quorum is present. All amendments, modifications or changes to the Declaration shall be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Association with respect to maintenance of the Village Common Area and the power to levy assessments or to eliminate the requirement that the management responsibilities of the Association be vested in a Board of Directors, unless some persons or entity is substituted for the Association and/or the Board of

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Directors with their responsibilities and duties in a manner approved by the Director of Planning of St. Louis County, Missouri.

7.6 Above Ground Structures. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

7.7 Vacancies on the Board of Directors. Where the provisions of this Declaration cannot be fulfilled by reason of unfilled vacancies on the Board of Directors, upon the petition of any concerned Owner or resident of a Lot, the St. Louis County Council, or if applicable the

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governing body of any municipality of which the subdivision may become a part, may appoint one or more Board members to fill vacancies until such Board members are selected in accordance with the Declaration. Any person so appointed who is not an Owner or resident of a Lot shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property forming a part of Arlington Terrace and which shall not be subject to any vote of the Members on special assessments contained in this Declaration or elsewhere.

7.8 Storm Water Retention Agreement: Assessment The Budget required to be prepared by the Association* and the annual assessment to be levied against each Lot during each fiscal year, shall include as separate line item monies necessary for the repair, operation and maintenance of storm water control easements located on the Village Common Area (including, but not by way of limitation, storm water detention basins), including all underground and above-ground facilities and pipes used in connection therewith and access easements to such storm water control easements. The aforesaid Budget and annual assessments shall include such separate amounts for storm water control easements until such easements shall be accepted for maintenance by the Metropolitan St. Louis Sewer District or other public authority, and all obligations pursuant to this Section 7.8 shall cease and terminate in respect to any portion dedicated or conveyed to, and accepted by, any such Sewer District or other public authority.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement. The Association, or any Owner at his sole cost and expense, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions,

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covenants, reservations, rules, regulations, liens, fines and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition granted by this Declaration shall not constitute a waiver of the right of the Association or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or to any Owner

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pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such remedy from exercising such other remedies as may be granted to such party by this Declaration, at law, or in equity.

8.2 Aggrieved Owner's Right to Appeal. Any Owner aggrieved by an action or decision of the Board of Directors, the ARC, any officer of the Association, or any other agent or representative of the Association shall have the right to file an appeal thereof as hereinafter set forth.

8.2.1 To file an appeal, an aggrieved Owner shall be required to give written notice, within ten (10) days after the Owner obtains notice of the action or decision from which the Owner desires to appeal to the Board of Directors specifying with particularity the action or decision, the adverse effect thereof on the Owner, any errors made in the action or decision, and the reasons the action or decision should be set aside or modified. Such notice shall either be personally delivered to the Board of Directors at the address from time to time maintained by the Board for receipt of notices, or shall be sent to the Board at such address by postage prepaid, registered or certified mail, return receipt requested.

8.2.2 Upon receipt of a written notice of appeal as provided for under Section 8.2.1, the Board of Directors shall call a meeting of the Board to hear and decide the Owner's appeal within a reasonable period of time. At least seven (7) days prior written notice of the hearing date shall be provided to the appealing Owner. The quorum for any Board meeting at which an appeal is to be heard shall be three-fourths (3/4ths) of the members of the Board. If the required quorum is not present at the meeting, another meeting shall be called for the appeal, subject to the foregoing notice requirement (and the normal notice requirements set forth in the By-Laws), which subsequent meeting shall be held within seven (7) days following the attempted meeting. This procedure shall be followed until the required quorum is present, All

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actions and proceedings in furtherance of the action or decision from which an appeal has been filed shall be stayed and suspended pending resolution of the appeal.

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8.2.3 At the hearing of an Owner's appeal, the aggrieved Owner shall be entitled to present his case to the Board of Directors, and the party who made the action or decision appealed by the Owner (or such party's representative) shall be entitled to present his case for the action or decision. If the action or decision appealed is one taken or made by the Board of Directors, a representative of the Board shall present the Board's case, explaining the reasons for the action/decision. The meeting at which the hearing is held shall be open to all Members of the Association. At the conclusion of the hearing, the Board shall have authority to affirm, reverse or modify (wholly or partly) the action or decision appealed and the Board may make such further order, decision or determination as ought to be made in the judgment of the Board. Any action or taken by the Board in respect of an appeal of the aggrieved Owner, shall require the concurrence of three-fourths (3/4ths) of the members of the Board.

8.2.4 The Board of Directors shall keep minutes of all of its appeals hearings, the information presented at the hearings, the votes of the individual Board members on the matters appealed, the decisions made and actions taken in connection with the appeals. The minutes shall be subject to review; and b)" Members of the Association in the same manner as other corporate records are available to review and inspection by the Members.

8.3 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Declaration.

8.4 Captions. The captions contained in this Declaration are inserted as a matter of reference only, and in no way limit or otherwise affect the scope, meaning or effect of any provision hereof.

8.5 Conflicts. The powers granted to the Association and the limitations imposed on Owners hereunder are intended to be in addition to those powers granted to the Master Association under the Master Declaration and limitations imposed by said Master Declaration and the rules and regulations promulgated thereunder; and any construction or enforcement of this Declaration (or any rules and regulations promulgated hereunder) shall be consistent with the event of any conflict or ambiguity

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between the terms of the Master Declaration (and any rules or regulations promulgated thereunder), and this Declaration (and any rules or regulations promulgated hereunder), the terms of

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the Master Declaration shall govern. If there is any conflict between the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or any of the rules and regulations adopted pursuant to the terms of such documents, the provisions of the document earlier mentioned in this sentence shall govern.

8.6 Liability of Directors and Officers. No Director or officer of the Association

shall be held personally responsible for any imprudent act, error of judgment or mistake of fact made in good faith, nor shall any Director or officer be responsible for any wrongful act or omission of any other party. An officer or Director may only be held responsible for his acts or omissions if done or permitted to be done willfully, in bad faith or by gross negligence. The officers and Directors of the Association shall not be held personally liable for injury or damage to persons or property by reasons of any act or failure to act of the officers and Directors, individually or collectively. The officers and Directors shall be indemnified by the Association in the instances and manner provided for in the Association's By-laws. The Association shall reimburse the officers and Directors for reasonable and necessary business expenses incurred by them in the performance of their duties but they shall not be entitled to any compensation or fee for subject to the terms of Section 7.7 hereof.

8.7 Commercial District. The provisions of this Declaration shall not apply to the Commercial District (as defined in the Original Declaration) or confer any rights or obligations upon Owners or occupants of any portion of the Commercial District."

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IN WITNESS WHEREOF, the undersigned officers of the Association hereby declare and certify that the Existing Declaration was totally amended and restated the Members of the Association to read as set forth above as of the date hereinabove set forth

President

Atteste

Secretary

STATE OF MISSOURI

) SS

COUNTY OF ST. LOUIS

On this 12th day of April 2019— before me personally appeared Steve Raleigh personally known, who, being by me duly sworn, separately to me did say that he is the duly elected and acting President* Village _____ of Arlington Association, a Missouri not for profit corporation _____ and that the said _____ is the duly elected and acting Secretary of said Association, and that they foregoing _____ executed, respectively, the above and solution hereinabove described, and the said _____ acknowledged the foregoing instrument to be executed as their free acts and deeds and the _____ and deed of The Village of Arlington Terrace Homeowners' Association.

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

No Public

My Commission Expires: _____

RENEE' M. A. MEYER Notary Public, Notary Seat State of Missouri St. Louis County Commission # 10438131 My Commission Expires March 01 , 2014
