

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGES AT SPRINGHURST**

SPRINGHURST VILLAGE "D"

THIS SUPPLEMENTAL DECLARATION is made by Springhurst, L.L.C., a Missouri limited liability company (hereinafter, with its successors and assigns, referred to as "Declarant"), this 19th day of September, 2006.

WITNESSETH

WHEREAS, The Villages at Springhurst ("Springhurst") is a residential community created and existing under the Declaration of Covenants, Conditions and Restrictions for The Villages at Springhurst as recorded on December 19, 2005 in Book 4373, Page 2189 of the records of St. Charles County, Missouri, as may be amended ("Declaration"); and

WHEREAS, certain real property, as more particularly described in Exhibit "A" of the Declaration, has been subdivided into individual Lots and Common Ground by virtue of The Villages at Springhurst Plat One as recorded on December 19, 2005 in Plat Book 42, Pages 379-384 of the records of St. Charles County, Missouri, as may be amended ("Plat"); and

WHEREAS, pursuant to Section 9.3 of the Declaration, Declarant, with the consent of Owners of affected properties, may subject properties within Neighborhoods of Springhurst to additional covenants and easements, including but not limited to maintenance and insurance; and

WHEREAS, Owners are the owners of certain real property within Springhurst as more particularly described on the Plat; said property is a "Neighborhood" as said term is defined in Section 2.17 of the Declaration and labeled Village "D" on the Plat and commonly known as "Springhurst Commons" (the "Village"); and

WHEREAS, Declarant and Owners desire that properties within the Village be subjected to additional covenants and easements, including that Springhurst Homeowners Association ("Association") be responsible to maintain and insure the buildings within the Village and to assess the costs thereof to the Units within the Village.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, and with the consent of the Owners, Declarant hereby subjects the property described as Village "D" on the Plat to the provisions of this Supplemental Declaration as follows:

ARTICLE I: SUBMISSION TO THE DECLARATION

1.1 Submission. This Supplemental Declaration subjects to the Declaration, as modified by this Supplemental Declaration, all the properties comprising Village "D" (the "Village") as described on the Plat, including all properties that may be added by subsequent plats filed in the records of St. Charles County, Missouri.

1.2 Definitions. The definitions and all other provisions contained in the Declaration shall apply to this Supplemental Declaration.

ARTICLE II: MAINTENANCE

The responsibilities for maintenance, repair and replacement of the properties comprising the Village are allocated to the Association as follows:

2.1 Association Responsibilities. The Association shall provide the following maintenance, repair and replacement, in the Board's discretion as to manner and schedule, and in accordance with community-wide standards.

(a) The Limited Common Areas of the Village as may be depicted on the Plat, if any, or described in Article XII of the Declaration, if any.

(b) The exterior surfaces and components of the buildings comprising the Units as follows: roof systems, gutters and downspouts, masonry, siding, wood trim, painting and caulking, driveways and walkways serving the individual Units, and patios, decks, mailboxes and exterior coach lights serving the individual Units.

(c) The plantings, landscaping and lawns located on the individual Lots.

(d) Provide prevention and treatment services against termites and other pests on a community-wide basis; provided, however, the Association shall in no event be responsible for damage to the Unit due to termites or other pests except to the extent the damage was caused by an intentional act or gross negligence of the Association.

2.2 Owner Responsibilities. Each Owner, at his own expense, shall maintain, repair and replace all portions of his Lot and Unit that are not the Association's responsibility under Section 2.1 above. Party walls are subject to Article XIII of the Declaration.

2.3 Alterations. No Owner shall make any alterations to his Lot, the exterior of his building or his Unit or Limited Common Area without first complying with the procedures in Article VII of the Declaration. Unless an alteration is approved by the Association and the Association assumes responsibility, the Owner, at his own expense, shall be responsible for the maintenance, repair and replacement of any such alteration.

2.4 Association Oversight. In the event an Owner fails to fulfill any responsibility under this Article, or causes damage to his Lot, building, Unit or any property of another Owner or to any Limited Common Area, the Board may, in its discretion, notify the Owner of the particular condition and prescribe appropriate measures and reasonable schedule for correction. In the event the Owner fails to comply with said notice, the Board, after notice and opportunity to be heard, may implement the corrective measures and assess all costs and expenses against the Owner as a Specific Assessment under Section 5.5 of the Declaration.

ARTICLE III: INSURANCE

3.1 Casualty Insurance. The Association shall obtain and continue in effect a blanket property insurance policy as provided in Section 4.3(a)(1) of the Declaration covering "risks of direct physical loss" on a "special form" or "special causes of loss" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Limited Common Areas of the Village and the buildings and Units within the Village.

3.2 Liability Insurance. The Association shall obtain and continue in effect commercial general liability insurance on the Limited Common Areas of the Village as provided in Section 4.3(a)(2) of the Declaration.

3.3. Owner Insurance. Each Owner, at his own expense, is responsible to maintain casualty insurance covering his own personal property, contents of his Unit, and betterments, improvements and upgrades to the Unit added by the Owner after the original sale, and for liability insurance covering his premises.

ARTICLE IV: ALLOCATION OF EXPENSES; COLLECTIONS

4.1 Neighborhood Expenses. The Association shall determine the costs reasonable and necessary to carry out the purposes of this Supplemental Declaration. Such costs, including reasonable reserves for contingencies and for long term repair and replacement, shall be Neighborhood Expenses of the Village. The Association shall include the Neighborhood Expenses in the annual budget for the Village as provided in Section 5.2 of the Declaration. The Neighborhood Expenses shall be allocated on an equal basis to all Units in the Village. Notwithstanding the above, however, expenses incurred due to the negligent act or omission or intentional act of an Owner, or that benefit one or more Units but less than all the Units, shall be separately assessed against such Unit or group of Units as a Special Assessment or a Specific Assessment under Sections 5.4 and 5.5 of the Declaration.

4.2 Collection Authority. The Association shall have all lien rights and other authority and powers to collect assessments from the Owners of Units in the Village as provided in Article V of the Declaration.

ARTICLE V: AMENDMENTS

This Supplemental Declaration may be amended as provided in this Article:

5.1 By Declarant. Until termination of the Class "B" membership in the Association, Declarant may unilaterally amend this Supplemental Declaration for any purpose; or after termination of the Class "B" membership, Declarant may unilaterally amend this Supplemental Declaration as necessary (1) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination, (2) to enable any reputable title insurance company to issue title insurance coverage on the Units, (3) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Units, (4) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units, or (5) to satisfy the requirements of any governmental agency. For the purposes of this Section, each Owner is deemed to have granted an irrevocable power of attorney to Declarant for the duration of Declarant's development rights, authorizing Declarant to approve, execute and record amendments under this Section without further consent of any Owner.

5.2 By Owners. After all the Units within the Village have been conveyed to Persons other than Declarant, the Owners may amend this Supplemental Declaration for any purpose by the affirmative vote or written consent, or any combination thereof, of 75% of the Owners of Units subject to this Supplemental Declaration, with the written consent of the Association acting upon resolution of its Board of Directors.

5.3 Compliance With Declaration. No amendment may be inconsistent with the Declaration.

5.4 Withdrawal of Property. Notwithstanding the above, no amendment shall be effective to withdraw the real property described herein from the provisions of the Declaration unless also approved by Voting Members representing 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists.

5.5 Declarant Rights. No amendment may remove, revoke or modify any right or privilege of Declarant without its written consent.

5.6 Recording. Any amendment must be recorded and is effective on the date recorded unless a later date is expressly stated in the amendment.

ARTICLE VI: BINDING EFFECT

The covenants contained in this Supplemental Declaration shall be deemed covenants running with the land and shall bind each Owner and any other Person having any interest or estate in any property in the Village.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the date and year first written above.

DECLARANT: SPRINGHURST, L.L.C.,
a Missouri limited liability company

By: Mayer Manors, Inc.,
a Missouri corporation,
Managing Member

By: J.R. Mayer, Jr.

STATE OF MISSOURI)
COUNTY OF St Charles)

On this 19th day of September, 2006, before me appeared J.R. Mayer, Jr. to me personally known, who, being by me duly sworn, did say that he/she is the VP of Mayer Manors, Inc., a Missouri corporation, acting in its capacity as Managing Member of Springhurst, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its governing board, and that said J.R. Mayer, Jr. acknowledged said instrument to be his/her free act and deed.

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

Jennifer R. Giljum
Notary Public

My Commission Expires: 5-24-2008

