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Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY:LBWIG

UST-SMISC.

COVER PAGE

AMENDMENT TO SUPPLEMENTAL DECLARATION

Date: May 13, 2009

Grantor: Springhurst, L.L.C., a Missouri limited liability company

Grantee: Springhurst Homeowners Association, a Missouri nonprofit corporation

Grantee's Address: #1 McBride & Son Center Drive  
Chesterfield, MO 63005

Legal Description: See, instruments recorded in Book 4373, page 2189 and  
*Referenced* Book 4517, page 1990  
*Book and page:*

This cover page is attached solely for the purpose of complying with the requirements stated in the Missouri Recording Act, §§ 59.310.2 and 59.313.2, RSMo. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Amendment. In the event of a conflict between the provisions of the attached Amendment and the provisions of this cover page, the attached Amendment shall prevail and control.



20090515000390000 2/4

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*Cross Reference to Recorded Instrument:  
Book 4373, page 2189  
Book 4517, page 1990*

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

SPRINGHURST COMMONS

This AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT SPRINGHURST ("Amendment") is made by Springhurst, L.L.C., a Missouri limited liability company ("Declarant") this 13<sup>th</sup> day of May, 2009.

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 amended "Declaration"); and

WHEREAS, pursuant to Section 9.3 of the Declaration, Declarant subjected certain property being Village "B" of Springhurst, commonly known as "Springhurst Commons" a Neighborhood as defined in Section 2.17 of the Declaration, to a certain Supplemental Declaration of Covenants, Conditions and Restrictions for the Villages at Springhurst as recorded on June 28, 2006 in Book 4517, page 1990 of the records of St. Charles County, Missouri ("Supplemental Declaration"); and

WHEREAS, pursuant to Section 5.1 of the Supplemental Declaration, Declarant reserved the right to unilaterally amend the Supplemental Declaration for any purpose until the termination of Class "B" Membership in the Association as defined in Section 3.3(b) of the Declaration; and

WHEREAS, as of the date of this Amendment, Class "B" Membership in the Association has not terminated and Declarant remains the sole Class "B" Member, all pursuant to the Declaration; and

WHEREAS, Declarant desires to amend the Supplemental Declaration as provided in this Amendment.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration and the Supplemental Declaration, Declarant hereby amends the Supplemental Declaration as follows:

*A.* Section 2.1 of the Supplemental Declaration pertaining to Association maintenance within the Neighborhood is deleted in its entirety and a new Section 2.1 is inserted in lieu thereof to read as follows:

**2.1 Association Responsibilities.** The Association may provide the following maintenance, repair and replacement, in the Board's discretion, including, without limitation, 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 and mailboxes serving the individual Units.

(Now not included)

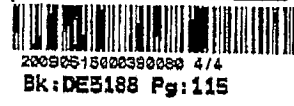
(c) The plantings, landscaping and lawns located on the individual Lots installed at the time the Lot was first conveyed.

(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.

*B.* Capitalized terms used in this Amendment and not defined in this Amendment shall be given the same meaning as set forth in the Declaration and the Supplemental Declaration, as applicable.

*C.* Declarant is authorized to execute and record this Amendment and, by its signature below, certifies that this Amendment was duly approved in accordance with the Supplemental Declaration.

*D.* This Amendment shall be recorded in the records of St. Charles County, Missouri, shall be effective upon the date of recording and shall apply to all events and circumstances after the effective date.



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

DECLARANT:

SPRINGHURST, L.L.C.,  
a Missouri limited liability company  
By: McBride & Son Homes Land Development, Inc.,  
a Missouri corporation,  
Member

By: *John F. Eilermann, Jr.*  
John F. Eilermann, Jr., C.E.O.

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

On this 15<sup>th</sup> day of May, 2009, before me appeared John F. Eilermann, Jr., to me personally known, who, being by me duly sworn, did say that he is the C.E.O. of McBride & Son Homes Land Development, Inc., a Member of Springhurst, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its Members, and said John F. Eilermann, Jr. acknowledged said instrument to be the free act and deed of said limited liability company.

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.

*Angela Lynn Carter*  
Notary Public

My term expires:

