

**AMENDMENT TO THE BY-LAWS, COVENANTS AND RESTRICTIONS FOR THE ASHTON WOODS**

THIS AMENDMENT TO THE BY-LAWS, COVENANTS AND RESTRICTIONS FOR THE ASHTON WOODS (hereafter "Amendment") is made and entered into as of 10<sup>th</sup> of December 2012, by the Successor Grantors Pulte Homes of St. Louis, LLC and Payne Family Homes at Ashton Woods, LLC.

WITNES SETH:

WHEREAS, Grantors are and constitute the Board of Directors under the certain By-Laws, Covenants and Restrictions for The Ashton Woods ("By-Laws") dated as of December 1, 2006, recorded on December 7, 2006 in Book 17383, Page 2130 in the office of the Recorder of Deeds for the County of St. Louis County, Missouri; and

WHEREAS, Article XI Section 3 authorizes unilateral amendment of the By-Laws by the Grantors;

NOW, THEREFORE, be it known as follows:

1. That the following language in the By-Laws at Article VIII Section 3 be stricken "the maximum, annual assessment shall be Two Hundred and Seventy Five 00/100 Dollars (\$275.00) per lot" and replaced with the following: "the maximum, annual assessment shall be Four Hundred and Fifty (\$450.00) per lot;"

2. That the language "no free-standing basketball standards" in Article X Section (6) shall be stricken and the following language is to be added to Article X Section 6 of the By-Laws;

"(a) Portable Basketball Goals are to be placed on the owners lot facing the home or the driveway and shall not face the street. When not in use, the Basketball Goal shall be stored in the owners house or garage. Basketball Goals that become rusted, dilapidated or unsightly shall be subject to removal.

(b) Owners yards that, in the sole discretion of the Directors, become unsightly due to but not limited to bare spots, dead grass, vegetation, plantings or trees, shall be subject to remediation by order of the Directors. Failure to remediate will subject the Owner to all fines and/or other sanctions allowed in these By-Laws.

(c) Owners shall keep all Patios, Decks and Front Porches in good repair free from clutter and debris. These structures shall not be used for storage of any kind."

3 Article X Section 18(6) shall be stricken and replaced with the following language; "(6) All wood fences are to be maintained with a clear or cedar-colored waterproofing preservative or sealer."

4. Article X Section 22(a) prohibiting above ground pools shall be Amended and the following language shall be added;

"Temporary Swimming Pools. Temporary swimming pools shall be defined as "Pools of a temporary nature made from rubber, plastic or other materials other than Aluminum or other Metals designed to be erected and taken down each summer."

Restrictions. Temporary swimming pools shall be allowed, subject to annual approval from the architectural committee, with the following restrictions:

- a) The Temporary Swimming Pool shall only be allowed to be erected one week before Memorial Day and to be taken down no later than one week after Labor Day.
- b) Temporary Swimming Pools shall not exceed 72" in diameter and/or 18" in depth.
- c) Temporary Swimming Pools shall only be allowed in the back yard area of any lot and not visible from the street directly in front of the home.
- d) Lots with Temporary Swimming Pools shall be enclosed by a fence as allowed by these By-Laws.
- e) Temporary Swimming Pools shall be in compliance with St. Louis County Codes and each Lot owner granted approval shall provide proof of compliance in order to keep the pool erected.
- f) Temporary Swimming Pools shall be well maintained and fit within the landscape of the residence.
- g) Temporary Swimming Pools shall be subject to any other applicable sections of these By-Laws."

5. The following language shall be added to Article X;

"24. Holiday Decorations. Holiday lighting and decorations should not cause traffic congestion or be intrusive on neighbors. Winter Holiday Decorations may be displayed from the weekend prior to the Thanksgiving Holiday and must be removed no later than January 31."

6. Due to a typographical error, The title "Article VIII Assessments" shall be amended to read "Article IX Assessments"



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

On this 4<sup>th</sup> day of December, 2012, before me, a Notary Public in and for said County and State, appeared Scott Kerns, to me personally known, who being by me duly sworn, did say that he is the Manager of Payne Family Homes at Ashton Woods, LLC., a Missouri Limited Liability Company, and he acknowledged said instrument was executed for the purposed stated therein.

IN WITNESS WHEREOF, I have set my hand and affixed by Notary Seal the day and year first written above.

Nancy Copling  
Notary Public

My Commission Expires: 10/4/15

