

# Boone County, Missouri

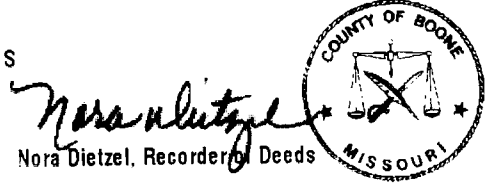
Unofficial Document



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(Space above reserved for Recorder of Deeds certification)

Title of Document: Amendment to HOA Covenant

Date of Document: March 20, 2018

Grantor(s): St. Charles Village Home Owners Association

Grantee(s): St. Charles Village Subdivision Plat No. 1

Statutory Mailing Address(s):

Legal Description: Exhibit A

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

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### SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF ST. CHARLES VILLAGE, A PLANNED UNIT DEVELOPMENT

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of St. Charles Village, a Planned Unit Development, is made this 20<sup>th</sup> day of March, 2018, by the Members (hereinafter referred to as "**Unit Owners**") of the St. Charles Village Homeowners Association, a Missouri non-profit corporation, ("**Association**"):

WITNESSETH:

WHEREAS, the Association was created by virtue of the "Declaration of Covenants, Conditions, Reservations, Easements and Restrictions of St. Charles Village, a Planned Unit Development" as recorded in Book 491, Page 19 of the official records of the Office of Recorder of Deeds, Boone County, Missouri, as amended ("**Declaration**"); and

WHEREAS, the real property comprising St. Charles Village and subject to the Declaration is more particularly described in the Plat recorded at Plat Book 15, Page 101 of the Boone County, Missouri records, as amended and as legally described on Exhibit A; and

WHEREAS, Article XVI, Section 3 of the Declaration authorizes amendment of the Declaration by approval of not less than seventy-five percent (75%) of the members in the Association; and

WHEREAS, the Unit Owners desire and intend to amend the Declaration to foster owner occupancy and restrict leasing, which term shall include renting, of Units within the residential community, as more particularly set forth herein below.

NOW THEREFORE, at least seventy-five percent (75%) of the Unit Owners having voted in the affirmative, as certified by the President of St. Charles Village, and as attested by its Secretary, to amend the Declaration as follows:

*A. Article XII, Section 1 is hereby deleted entirely. In its place, a new Section 1 is adopted to read as follows:*

**"Section 1. Single-Family Residence. No Unit shall be used for any purpose other than as a single-family residence. The term "family" shall mean any number of persons related by blood or marriage, including adopted children, or a group not to exceed two (2) persons not related by blood or marriage occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for a group use."**

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*B. Article XII, Section 2 is hereby deleted entirely. In its place, a new Section 2 is adopted to read as follows:*

**“Section 2. Leasing.** The Association deems it to be in the best interests of the entire community as a whole to preserve the Association as a community in which the Units are Owner-occupied. Accordingly, the purpose of this provision is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard property values, by restricting non-owner occupants and by prohibiting future sales of Units to investor-Owners.

- (a) As of the Effective Date of this Amendment, no Person who holds or acquires title to a Unit, regardless of the manner in which title was or may be acquired (including a mortgage holder by foreclosure or deed in lieu), shall lease his Unit, without the prior written approval of the Board of Directors prior to the commencement of the lease. For the purposes hereof, a Unit shall not be deemed as leased if it is occupied by siblings, parents or children of the record Unit Owner or by the beneficiary of a family trust if the Unit is owned by such trust.
- (b) Nothing in this Amendment shall be construed to prohibit any Unit Owner leasing his Unit prior to the Effective Date from continuing to lease his Unit after the Effective Date, until said lease term expires. After the Effective Date, no Unit Owner shall enter into or renew a lease without the prior written approval of the Board of Directors prior to the commencement of the lease.
- (c) Upon written application by a Unit Owner, the Board of Directors may waive any leasing provision in this Section 2 for a reasonably limited period of time, not to exceed one year, in the event of unforeseen circumstances, hardship, or other good cause, as determined in the sole discretion of the Board of Directors. The specific terms of any such waiver shall be set forth in writing and signed by the Unit Owner and the Board. Use of this waiver power by the Board of Directors is intended only for extremely rare circumstances and is not intended for routine application. The granting of a waiver for a limited time period shall not prohibit the same Unit Owner from subsequently applying in writing for the extension of the waiver period in the event of unforeseen circumstances, hardship, or other good cause, as determined in the sole discretion of the Board of Directors.
- (d) During any period of time after the Effective Date in which the Board permits a Unit to be leased, all leases shall:
  - (i) be in writing, with a full copy submitted to the Board of Directors for its approval at least fifteen (15) days prior to the commencement of the lease;

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- (ii) be of the entire Unit (no room rentals or boarders) for a term of not less than one (1) year and shall prohibit assignments or sub-leases;
- (iii) incorporate expressly or by reference, the provisions of the Declaration, the Articles of Incorporation and By-Laws of St. Charles Village, and require the tenant to comply with and abide by all terms and conditions set forth in the Declaration and other governing documents, including but not limited to the payment of any reasonable fines for the violation thereof;
- (iv) appoint the Board of Directors as agent and attorney-in-fact for the Unit Owner for the purpose of enforcing the provisions of the lease (other than the provisions for payment of rent), the Declaration or other governing documents, against the tenant as well as the Unit Owner. In the event of a violation, the Association shall be entitled to any appropriate relief and remedies under the Declaration, against the Unit Owner and/or tenant, including but not limited to reasonable fines, termination of the lease, eviction of the tenant, and recovery of attorney's fees and costs incurred, at the Unit Owner's and/or the tenant's expense;
- (v) provide that the Unit Owner remains responsible and personally liable for all assessments and fines levied by the Association;
- (vi) provide that in the event the Unit Owner is delinquent in the payment of assessments, the Board of Directors may require the tenant, by written request, to pay rental payments to the Association until the delinquency is cured. The Unit Owner is prohibited from terminating the lease because the tenant complies with this sub-section.
- (e) No contract for the purchase of a Unit, including contract for deed or a lease/purchase contract, shall be exempt from this Amendment even if the acceptance date of said contract precedes the Effective Date.
- (f) No Unit may be conveyed pursuant to a time-sharing plan.
- (g) In the event of any violation of this Section 2 by the Unit Owner, the Association may levy a fine of \$100 per month (or as may be reasonably increased by the Board of Directors from time to time) against the Unit Owner and his Unit, which shall be a lien on said Unit that may be collected, together with attorney's fees, interest, late fees and costs, in the same manner as an assessment set forth in the

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## Unofficial Document Declaration.@

C. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption by the Unit Owners and, by their signatures below, do certify that this Amendment has been duly approved as provided in Article XVI, Section 3 of the Declaration.

D. This Amendment shall be recorded in the records of the Office of Recorder of Deeds, Boone County, Missouri, and shall be effective the day after recording ("Effective Date").

IN WITNESS WHEREOF, the Unit Owners of St. Charles Village Homeowners Association, acting by and through their duly authorized officers, has executed this Amendment on the day and year first above written.

ST. CHARLES VILLAGE  
HOMEOWNERS ASSOCIATION,  
a Missouri Non-Profit Corporation,

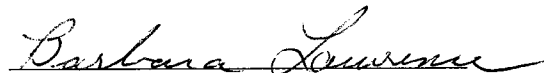
By:



President, Board of Directors

Todd M. Prevetto

Attest:

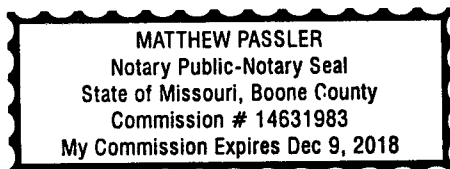
  
Secretary

Barbara Lawrence

STATE OF MISSOURI )  
 ) SS  
COUNTY OF Boone )

On this 20 day of March, 2018, before me appeared Todd Prevetto and Barbara Lawrence to me personally known, who, being by me duly sworn, did say that he/she is the President of the Board of Directors of St. Charles Village Homeowners Association, a Missouri non-profit corporation, that said instrument was signed on behalf of said Association, that said person 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.



Notary Public

# Nora Dietzel, Recorder of Deeds

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My Commission Expires:

### EXHIBIT A

#### Legal Description

**Lots One (1) and Two (2) in St. Charles Village Subdivision Plat No. 1, A Replat of Lot 1 of Keene Estates Plat No. 13, Final Plat, as shown by Plat recorded in Plat Book 15 at Page 101, of the Records of Boone County, Missouri; such Lot One (1) of St. Charles Village Subdivision being further shown and described in St. Charles Village Subdivision Plat No. 2, A Replat of Lot 1 of St. Charles Village Subdivision Plat No. 1, which is recorded in Plat Book 18 at Page 47 of the Records of Boone County, Missouri and Lot Two (2) of St. Charles Village Subdivision being further shown and described in St. Charles Village Subdivision Plat No. 3, A Replat of Lot 2 of St. Charles Village Subdivision Plat No. 1, which is recorded in Plat Book 19 at Page 1 of the Records of Boone County, Missouri.**

Nora Dietzel, Recorder of Deeds