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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JSTUTSMAN \$36.00

RECORDING MEMORANDUM

Instrument: 19th Amendment to Declaration of Homeshire Condominium

Grantor: Homeshire Condominium Association
168 North Meramec Ave., Suite 150
Clayton, Missouri 63105

Grantee: Homeshire Condominium Association
168 North Meramec Ave., Suite 150
Clayton, Missouri 63105

Date: November 16, 2018

Legal Description: Declaration of Homeshire Condominium Association, recorded on January 4, 2004 in Book 3755, Page 966 of the records of St. Charles County, Missouri (Exhibit A attached hereto)

County: St. Charles County, Missouri

Return To: Allen Press
Jacobson Press P.C.
168 North Meramec Ave., Suite 150
Clayton, Missouri 63105
(314) 899-9791



EXHIBIT A
HOMESHIRE CONDOMINIUM LEGAL DESCRIPTION

A tract of land being in Fractional Section 29, Township 47 North, Range 2 East of the Fifth Principal Meridian, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of Parcel One conveyed to Oakley Lane L.L.C. as recorded in Deed Book 2958, Page 774, said corner also being the Southwest corner of property conveyed to Roy R. and Madonna J. Thoele, as recorded in Deed Book 1025, Page 676 of St. Charles County Records, thence South 86 degrees 17 minutes 22 seconds East 900.50 feet to the Southeast property corner of Lot 3 of Schmucker Subdivision Block Two a subdivision according to the plat recorded in Plat Book 5, page 15 of said records; thence South 00 degrees 33 minutes 10 seconds East 380.77 feet; thence South 89 degrees 31 minutes 00 seconds West 896.63 feet; thence along the East line of Oakley Lane (50 foot wide, private drive), North 00 degrees 43 minutes 48 seconds West 446.62 feet to the POINT OF BEGINNING, containing 8.521 acres, more or less as per survey by Bax Engineering during April, 2002.



**NINETEENTH AMENDMENT TO DECLARATION OF
HOMESHIRE CONDOMINIUM**

THIS NINETEENTH AMENDMENT TO DECLARATION OF HOMESHIRE CONDOMINIUM (“Amendment”) is made as of the 24th day of September, 2018, by Homeshire Condominium Association, Inc., (Grantor and Grantee for indexing purposes only, hereinafter referred to as the “Association”).

RECITALS

WHEREAS, Homeshire Condominium has been created subject to the Missouri Uniform Condominium Act, Sections 448.1-101, *et seq.*, RSMo, by virtue of the Declaration of Homeshire Condominium, as recorded on January 4, 2004 in Book 3755, Page 966 of the records of St. Charles County, Missouri as amended (collectively, the “Declaration”) subjecting the real estate described therein to the terms and conditions set forth in the Declaration; and

WHEREAS, the defined terms used herein will have the same meaning as stated in the Declaration; and

WHEREAS, the Association is authorized to amend the Declaration as provided under Section 14.1 of the Declaration “with or without a meeting by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated;” and

WHEREAS, the Association is authorized to amend the Declaration to impose new restrictions on leasing upon the further approval as provided under Section 10.6(b) of the Declaration of “Eligible Mortgagees of first Security Interests of Units to which at least fifty-one percent (51%) of the votes of Units subject to a Security Interest appertain;” and

WHEREAS, at least 67% of the Members and 51% of the Eligible Mortgagees approved this Amendment and authorized its recording as affirmed by the signatures attached hereto; and

WHEREAS, this Amendment has been prepared and determined by the Association and the Members and Eligible Mortgagees who have approved this Amendment to be reasonable and not burdensome; and



WHEREAS, it is the intent that the terms of this Amendment shall only amend Section 12.12 and all other provisions and/or terms of the Declaration shall be unchanged and remain in full force and effect; and

WHEREAS this Amendment will be deemed effective on the date it is recorded with the St. Charles County Missouri Recorder of Deeds.

NOW THEREFORE, the Board of Directors of the Association has approved the following:

1. By this reference, the foregoing Recitals are incorporated into this Amendment as if more fully set forth herein;
2. Section 12.12 is hereby amended to read as follows:

12.12 Leases.

(a) The term “lease,” as used in the Declaration, shall refer to occupancy of a Unit that is not by the Owner. A Unit shall not be deemed as leased if it is occupied by the parents, or the natural or adopted children of the Unit Owner or by the beneficiary of a family trust if the Unit is owned by such trust. The records of the Office of the St. Charles County, Missouri Recorder of Deeds shall be conclusive in determining the record Owner of a Unit.

(b) A Unit Owner who owns more than one Unit may lease only one (1) of his or her Units. This restriction applies to any corporation, limited liability company, partnership, or other entity in which a Unit Owner owns a beneficial interest.

(c) The restriction in Section 12.12(b) does not apply to Unit Owners who leased more than one Unit as of the effective date of this Amendment.



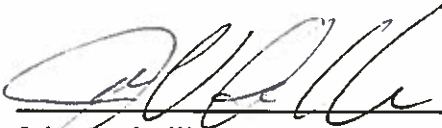
(d) Each lease agreement shall be in writing, and whether or not expressly set forth in the agreement, shall be deemed to include the following provisions: (1) the lease and lessee shall be subject to the provisions of the Act and Governing Documents; (2) any violation of the Act or Governing Documents by the lessee shall be deemed a default of the lease; (3) the lease shall have a minimum initial term of at least twelve (12) months; (4) the Owner appoints the Association as his/her attorney-in-fact to enforce any violation by the lessee (except non-payment of rent); (5) the Owner shall furnish a copy of the lease and the names of all occupants to the Board at least five (5) days prior to the commencement date; and (6) the Owner shall furnish a complete copy of the Governing Documents to the lessee prior to entering into the lease agreement.

(e) In the event of any violation of any provision of this Section 12.12, the Association shall be entitled to any appropriate relief and remedies under Missouri law and the Declaration against the Unit Owner and/or tenant, including, but not limited to, termination of the lease and eviction of the tenant, and recovery from the Unit Owner of reasonable damages, attorney's fees and costs incurred by the Association.

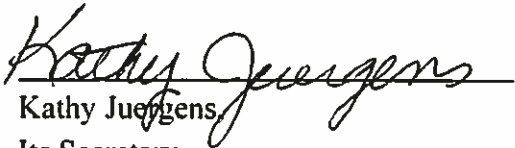
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HOMESHIRE CONDOMINIUM
ASSOCIATION

By: 
John Andesilich,
Its President

Certified By:


Kathy Juergens
Its Secretary

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

On this 23rd day of October, 2018, before me appeared John Andesilich to me personally known, who, being by me duly sworn, did say that he is the President of Homeshire Condominium Association, and that said instrument was signed on behalf of the Association, and he acknowledged said instrument to be his free act and deed.

In WITNESS 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

