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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JSTUTSMAN \$33.00

RECORDING MEMORANDUM

Instrument: 21st 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.



**TWENTY-FIRST AMENDMENT TO DECLARATION OF
HOMESHIRE CONDOMINIUM**

THIS TWENTY-FIRST 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, at least 67% of the Members 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 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 3.7 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 3.7 of the Declaration is hereby amended to remove the phrase “except that no Owner may erect any fence or wall, or row of shrubs or trees to function as a fence” such that Article 3.7, as amended, provides in its entirety that:

3.7 Alterations. No Owner shall make any alteration to the Common Elements or the exterior of his Unit or LCEs or place any improvements upon the Common Elements without first obtaining approval of the Board. Each Owner shall maintain, repair and replace, at his own expense any alteration, decoration, addition, removal or change made by the Owner outside his Unit, whether or not approval therefore was properly obtained. An Owner may make any additions, alterations, modifications or improvements to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of his Unit or building in which the Unit is located.

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