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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, MO
BY: Michelle Kimble

RECORDING MEMORANDUM

Instrument: Amendment to Declaration of Trust and Restrictions of Heritage Patio Homes

Grantor: Heritage Patio Homes Association
1377 Heritage Landing
St. Charles, MO 63303

Grantee: Heritage Patio Homes Association
1377 Heritage Landing
St. Charles, MO 63303

Date: APRIL 4, 2005

County: County of St. Charles, Missouri

Legal Description: Exhibit "A" attached hereto

Return to: Mr. Marvin J. Nodiff
Law Office of Marvin J. Nodiff, P.C.
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989

**AMENDMENT TO
DECLARATION OF TRUST AND RESTRICTIONS OF
HERITAGE PATIO HOMES**

THIS AMENDMENT to the Declaration of Trust and Restrictions of Heritage Patio Homes is made this 16th day of March, 2005 by the Heritage Patio Homes Association (“Association”).

WITNESSETH:

WHEREAS, Heritage Patio Homes (the “Community”) was created by virtue of the “Declaration of Trust and Restrictions of Heritage Patio Homes,” as recorded in Book 717, Page 1762, as amended by instruments recorded in Book 1054, Page 1518 and in Book 1218, Page 580, all of the records of St. Charles County, Missouri, as may be further amended (“Declaration”); and

WHEREAS, the real property comprising the Community and subject to the Declaration is more particularly described in Exhibit “A” attached to the Declaration, and depicted on the Plat recorded in Plat Book 19, Page 89 of the records of St. Charles County, Missouri, as may be amended, and

WHEREAS, the Community is also subject to the Declaration of Trust and Restrictions of Heritage as recorded in Book 707, Page 23 of the records of St. Charles County, Missouri (“Master Indenture”); and

WHEREAS, Section 18.1 of the Declaration authorizes amendment of the Declaration by an instrument executed by at least sixty percent (60%) of Unit Owners; and

WHEREAS, the Owners as members of the Association desire and intend to amend the Declaration to promote the residential character of the Community and to foster owner occupancy and reduce the number of leased Units by restricting leasing of Units conveyed after the effective Date of this Amendment, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. *Section 6.12, relating to leasing of Units, is deleted in its entirety and a new Section 6.12, relating to the same subject, is adopted in lieu thereof, to read as follows:*

“6.12 Restrictions on Leasing. Purpose. The Association deems it to be in the best interests to preserve the Community to consist of Units owned by Owner-occupants. Accordingly, the purpose of this provision is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard the value of investment, by prohibiting future sales of Units to investor-Owners after the Effective Date. Any Owner who owns his Unit on the Effective Date will continue to have the right to lease his Unit, subject to certain regulations on leasing contained in subsection (b) of this Section.

“(a) Leasing of Units. The provisions of this Section shall be effective on the

“(a) Leasing of Units. The provisions of this Section shall be effective on the date sixty (60) days after the recording date of this amendment (the “Effective Date”).

“(1) No Person who acquires title to a Unit on or after the Effective Date, regardless of the manner in which title may be acquired (excluding a mortgage holder by foreclosure or deed in lieu), shall lease his Unit. For the purposes hereof, a Unit shall not be deemed as leased if it is occupied by parents of the Owner or by the beneficiary of a family trust if the Unit is owned by such trust. The records of the St. Charles County Recorder of Deeds shall be conclusive in determining the Owner of a Unit.

“(2) Any contract for the purchase of a Unit shall be exempt from this subsection (a) if the acceptance date of said contract is prior to the Effective Date.

“(3) Nothing in this subsection (a) shall be construed to impair the right of any Owner on the Effective Date to lease his Unit after the Effective Date, and to continue to enjoy such right so long as he is the Owner of said Unit, subject to the regulations contained in subsection (b) of this Section.

“(b) Regulations on Leases. Any lease agreement permitted under this Section after the Effective Date 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 tenant shall be subject to the provisions of this Declaration, By-Laws and Association rules and regulations, and the Master Indenture (“Governing Documents”),

“(2) any violation of the Governing Documents shall be deemed a default of the lease,

“(3) the Owner shall have ultimate responsibility for the tenant’s compliance with the Governing Documents,

“(4) the lease shall have a minimum initial term of twelve (12) months,

“(5) no Unit shall be leased for transient or hotel purposes,

“(6) not less than the entire Unit shall be leased,

“(7) the Owner appoints the Association, acting through the Board, as his/her attorney-in-fact to enforce any violation by the tenant, except for nonpayment of rent,

“(8) the Owner shall furnish a copy of the lease and the names and relationship of all tenants, and such other information as may be reasonable and requested, to the Board at least fifteen (15) days prior to the commencement date of the lease, and the Board shall have the right to review the lease to determine compliance with this Section and other applicable provisions of the Governing Documents, and

“(9) the Owner shall furnish a complete copy of the Governing Documents to the tenant and afford the tenant a reasonable opportunity to cancel the lease after receipt of the Governing Documents, and the Owner shall give written notice to the Board certifying compliance with this provision.

“(c) Waiver. Upon written application by an Owner, the Board may waive any provision of this Section for a reasonable period of time in the event of unforeseen circumstances, hardship, or other good cause shown by the Owner. Any such waiver shall be set forth in writing and signed by the Owner and the Board.

“(d) Local Government Inspection, Occupancy Permit. Any change of occupancy of a Unit in connection with a sale or lease must comply with inspections and other applicable ordinances and codes of local government. A copy of any permit required by local government shall be furnished to the Board prior to such change in occupancy.

“(e) Administrative Charges. The Board is authorized to adopt reasonable rules, including reasonable charges for administration, inspections relating to change in occupancy, and other reasonable administrative charges, to implement the provisions of this Section.

“(f) No Time-Sharing. No Unit may be conveyed pursuant to a time-sharing plan.

“(g) Remedies. In the event of any violation of this Section, the Association shall be entitled to any appropriate relief and remedies under this Declaration, against the Owner and/or tenant, including but not limited to termination of the lease and eviction of the tenant, and recovery of attorney’s fees and costs incurred, at the Owner’s expense.”

B. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption by the Owners and, by their signatures below, do certify that this Amendment has been duly approved by the Owners as provided in Section 18.1 of the Declaration, and that said approvals are preserved as part of the Association’s permanent records.

C. This Amendment shall be recorded in the records of the Office of Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after the Effective Date set forth herein above.

EXHIBIT "A"

All that property as shown on Plat of HERITAGE PLAT 13, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 20 page 179 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat and further excepting that part of said property as contained in deed dated October 31, 1979 conveyed to Louis Battocletti and Laverne A. Battocletti, his wife.

All that property as shown on Plat of HERITAGE PLAT 11, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 20 page 127 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat and further excepting that part of said property as contained in deed dated October 16, 1978 conveyed to Clarence P. Noble and Katheryn M. Noble, his wife.

All that property as shown on Plat of HERITAGE PLAT 12, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 20 page 197 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat.

All that property as shown on Plat of HERITAGE PLAT 9, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 20 page 54 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat.

All that property as shown on Plat of HERITAGE PLAT 8, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 20 page 27 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat.

All that property as shown on Plat of HERITAGE PLAT 4, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 19 page 138 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat.

All that property as shown on Plat of HERITAGE AMENDED PLAT 2, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 19 page 89 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in buildings as shown on said Plat.

All that property as shown on Plat of HERITAGE PLAT 15, a Subdivision in St. Charles County, Missouri according to the plat thereof recorded in Plat Book 21 page 8 of the St. Charles County Records. EXCEPTING THEREFROM, streets and roadways as shown thereon and further excepting all units and garages in building as shown on said Plat and further excepting that part of said property as contained in deed dated April 25, 1979 conveyed to Terrance J. Cleary and Kathleen Foy Cleary, his wife.

RECORD AS IS

~~END OF DOCUMENT~~