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**CERTIFIED-FILED FOR RECORD**

**MARY E. DEMPSEY**

**RECORDER OF DEEDS**

**ST. CHARLES COUNTY, MISSOURI**

**BY: LMCCRAY**

Document: AMENDMENT TO DECLARATION OF TRUST AND RESTRICTIONS  
OF CHARLESTON AT HERITAGE LANDING

Dated: May 1, 2025

Grantor: CHARLESTON AT HERITAGE CONDOMINIUM ASSOCIATION

Grantee: CHARLESTON AT HERITAGE CONDOMINIUM ASSOCIATION

Recorded: ORIGINAL DECLARATION OF TRUST AND RESTRICTIONS RECORDED  
IN BOOK 4645, PAGE 500 OF THE RECORDER OF DEEDS FOR THE  
COUNTY OF ST. CHARLES, STATE OF MISSOURI  
ALSO AFFECTING THE MASTER INDENTURE, DECLARATION OF  
TRUST AND RESTRICTIONS OF HERITAGE, RECORDED IN BOOK 707,  
PAGE 23 ALSO OF THE RECORDER OF DEEDS FOR THE  
COUNTY OF ST. CHARLES, STATE OF MISSOURI

**AMENDMENT TO  
DECLARATION OF TRUST AND RESTRICTIONS OF  
CHARLESTON AT HERITAGE LANDING**

THIS AMENDMENT to the Declaration of Trust and Restrictions of the Charleston at Heritage Landing is made this 1<sup>st</sup> day of April, 2025).

WITNESSETH:

WHEREAS, The Charleston at Heritage Condominium Association (the "Association") was created by virtue of the "Declaration of Trust and Restrictions of The Charleston at Heritage Condominium Association," as recorded in Book DE4645, Page 500 and also is a Missouri condominium subject to the Missouri Uniform Condominium Act, Section 448.1-101, et al.

WHEREAS, the Association then incorporated under the name of Charleston at Heritage Landing HOA, Inc. and now is doing business under this new corporate name

WHEREAS, Section 19.3 of the Declaration authorizes amendment of the Declaration by an instrument executed by at least sixty-seven percent (67%) 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 7.8, relating to leasing of Units, is deleted in its entirety and a new Section 7.8 relating to the same subject, is adopted in lieu thereof, to read as follows:*

"7.8 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 their unit on the Effective Date will continue to have the right to lease their unit, subject to certain regulations on leasing contained in subsection (b) of this Section.

"(1) 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").

"(2) Leases signed after the effective date of this Amendment shall be limited to no more than 25% of the entire property or six (6) condominiums. Existing leases as of the effective date shall be grandfathered and shall be included in the accounting of the total allowable leases.

- (3) 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.
- (4) 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.
- (5) Regulations on Leases:
  - (a) No Unit may be leased for transient or hotel purposes or to more than two (2) unrelated natural persons without the written approval of the Board.
  - (b) All leases shall be in writing and shall contain a clause requiring the lessee and all occupants of the leased Unit to comply with the Declaration and By-Laws and all Rules and Regulations of the Association.
  - (c) All leases shall be subject to approval by the Board. Such approval shall not be unreasonably withheld and if a proposed lease is not rejected within ten (10) days after the Board's receipt of a copy thereof together with such information on the proposed tenant as the Board may reasonably request, such lease shall be deemed approved; provided, however, if any of the material terms of any such lease change after the Board's approval or deemed approved thereof, prior to execution, the lease shall again be submitted to the Board for approval.
  - (d) The rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the Owner of that Unit. In the event of a material breach of any such covenant, condition or restriction, the Board shall have the right to terminate the lease.
  - (e) Any violation of the Governing Documents shall be deemed a default of the lease.

Notwithstanding the foregoing, the provisions of this Section 7.8 shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

**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.

**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.

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

No Time-Sharing. No Unit may be conveyed pursuant to a time-sharing plan.

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.*

IN WITNESS WHEREOF, the Association, acting by and through its duly authorized officers, has executed this Amendment on the day and year first above written.

CHARLESTON AT HERITAGE LANDING HOA, INC.

A Missouri nonprofit corporation

By:

Dale Ascoli  
President Dale Ascoli

Attest:

Catherine Crowder  
Secretary

STATE OF MISSOURI )

)SS

COUNTY OF ST. CHARLES )

On this 1 day of May, 2025, before me appeared Krista A. Vaught, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Charleston at Heritage Landing HOA, Inc., a Missouri nonprofit corporation which has no seal, that said instrument with signed on behalf of said corporation, that said person acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICAL SEAL IN THE County and State aforesaid, the day and year first above written.

Krista A. Vaught  
Notary Public

