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CERTIFIED-FILED FOR RECORD
MARY E. DEMPSEY
RECORDER OF DEEDS
ST. CHARLES COUNTY, MISSOURI
BY: MKIMBLE
ELECTRONICALLY RECORDED

RECORDING MEMORANDUM

Instrument: First Amendment to Indenture of Covenants and Restrictions
for Huntsdale

Grantor: Huntsdale Homeowners Association
c/o Dennis Czajkowski, President
10 Liberty Creek Court
Wentzville, Missouri 63385

Grantee: Huntsdale Homeowners Association
c/o Dennis Czajkowski, President
10 Liberty Creek Court
Wentzville, Missouri 63385

Date: January 19, 2023

Legal Description: See Exhibit A, which is attached hereto and incorporated
herein by reference

County: St. Charles County, Missouri

Reference: Book 3025, Page 361

Return To: Sandberg Phoenix & von Gontard P.C.
120 S. Central Avenue, Suite 1600
Clayton, MO 63105
(314) 725-9100

This cover page is attached solely for the purpose of complying with the requirements stated in Mo. Rev. Stat. §§ 59.310.2 and 59.313.2 (2000). The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**FIRST AMENDMENT TO INDENTURE OF COVENANTS AND
RESTRICTIONS OF HUNTSDALE**

THIS FIRST AMENDMENT to the Indenture of Covenants and Restrictions of Huntsdale is made and entered into as of this 19th day of January, 2023 by Huntsdale Homeowners Association, a Missouri nonprofit corporation (“Association”).

WHEREAS, the Huntsdale Subdivision (“Subdivision”) exists by virtue of the “Indenture of Covenants and Restrictions of Huntsdale” as recorded in Book 3025, Page 361 in the records of St. Charles County, Missouri, as may be amended (“Indenture”); and

WHEREAS, pursuant to Article XI Paragraph C of the Indenture, the Indenture may be amended by sixty-six and two-thirds percent (66-2/3%) of the votes in the Association; and

WHEREAS, the owners desire to adopt provisions related to leasing lots in the Subdivision, the adoption of rules and the enforcement of the Indenture and rules; and

WHEREAS, this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Indenture is amended as follows:

A. Article V, Section Q of the Indenture related to rules and regulations is deleted in its entirety and a new Article V, Section Q is inserted in its place to read:

“Q. To adopt and amend rules to carry out the intent and purposes of the Indenture including use of the common property. All owners, their families, tenants, occupants, guests and invitees, and mortgagees, shall be subject to the rules.”

B. A new Section R of Article V related to enforcement is added to the Indenture to read as follows:

“R. To impose interest and charges for late payment of assessments, and, after notice and opportunity to be heard, the power to levy reasonable fines and/or penalties for a violation of any provision of the Indenture and/or rules. Such fines may be levied on a daily basis for continuing violations and notice and opportunity to be heard not need to be provided for subsequent violation of the same provision of the Indenture and/or rules unless: (a) the amount of the fine is 50% higher than the previous fine, or (2) the fine was levied more than two (2) years prior. Owners are responsible for any violation of the Indenture or rules by their tenants, guests, or invitees.

Fees, charges, expenses, costs of correcting or abating a violation, late charges, fines, collection costs, interest, reimbursement charges, court costs and other

expenses of litigation, and reasonable attorney's fees, charged against an owner pursuant to the Indenture, are enforceable as an assessment under this Section."

C. *A new Section BB of Article VIII related to leasing is added to the Indenture to read as follows:*

"BB. LEASING. The Association deems it to be in the best interests of the community as a whole to preserve the subdivision as a community in which the lots are occupied predominantly by the owners. Accordingly, the purpose of this Section is to foster owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by prohibiting owners from being able to lease and adopting reasonable regulations if a lot is authorized to lease.

1. **Restriction on Leasing.** There shall be no leasing of lots in the Subdivision. Leases that are legally binding at the time this Amendment is recorded are exempt from this restriction, but only until such lease expires or is otherwise terminated. No such lease may be renewed or extended.

The Board of Trustees ("Board") may waive this limitation on leasing for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, economic or market conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the owner and the Board. In the event a waiver is granted, the owner may lease the lot for the term granted in accordance with the regulations in Subsection 2 below.

2. **Lease Regulations.** Any lease permitted under this Section after the date this Amendment is recorded shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.

- a. **Copy of Lease.** The owner shall furnish to the Board, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Association ("Addendum"), as well as the names and contact information of the tenant and all occupants. The Lease shall comply with the Indenture, and any rules, regulations or policies adopted by the Board ("Governing Documents").
- b. **Persons Subject to Governing Documents.** The Lease, owner and tenant(s)/occupant(s) are subject to the provisions of the Governing Documents.
- c. **Term of Lease.** The term of the Lease shall be no more than the duration of the exception granted by the Board pursuant to

Subsection 1 above.

- d. **Short Term Rentals.** No lot may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb®, VRBO® or their functional equivalent. Not less than the entire lot may be leased.
- e. **Certification.** The owner certifies that he/she obtained a background check and provided a copy of the Governing Documents to tenant, and tenant certifies that he/she received said Governing Documents, prior to signing the Lease.
- f. **Assignment of Rights.** The owner assigns to tenant all rights and privileges related to occupancy of the lot. The owner retains the right to vote, the duty to pay assessments, fines and other charges by the Association, and the obligation to maintain the lot and carry a personal insurance policy on the lot.

4. **No Time-Share.** No lot may be conveyed under a time-sharing plan.

5. **Rulemaking.** The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Section.

6. **Reasonable Restraint on Alienation.** The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of lots, which shall continue to be used for single-family residential purposes.

7. **Enforcement.** The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to owner) of the Governing Documents, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Governing Documents. In the event the owner fails to pay any assessment and related charges and fees for sixty (60) days or more, the Board, upon written notice, may direct the tenant to pay rent directly to the Board which shall be applied to the owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the owner."

D. The Board of Huntsdale Homeowners Association is authorized to execute and record this First Amendment upon its approval by the owners and, their signatures below, certify that this amendment has been approved by the owners in accordance with the Indenture.

E. This First Amendment shall be effective upon the date of its recording with the Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Board of Directors of Huntsdale Homeowners Association hereby execute this instrument on the day and year first above written.

Board of Directors
Huntsdale Homeowners Association

By: Dennis Czajkowski

Print Name: DENNIS CZAJKOWSKI

Its President

[NO SEAL]

Attest: Tracy A Phillips

Print Name: TRACY A PHILLIPS

Its Secretary

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

On this 19 day of January, 2023 before me Dennis Czajkowski, who, being by me duly sworn, did say that he is the President of Huntsdale Homeowners Association, and that said person acknowledged said instrument to be his free act and deed on behalf of the corporation.

Cathy Jo Nothdurft
Notary Public

My Commission Expires:

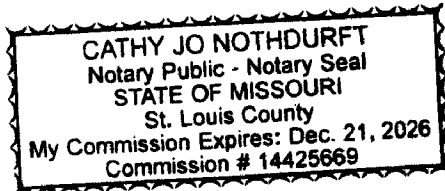


EXHIBIT A

**HUNTSDALE SUBDIVISION
LEGAL DESCRIPTION**

Huntsdale Plat One, a subdivision according to the plat thereof recorded at Book 39, Page 129 of the records of St. Charles County, Missouri.

Huntsdale Plat Two, a subdivision according to the plat thereof recorded at Book 41, Page 2 of the records of St. Charles County, Missouri.

Huntsdale Plat Three, a subdivision according to the plat thereof recorded at Book 42, Page 177 of the records of St. Charles County, Missouri.