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FIRST AMENDMENT TO THIRD AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CONDOMINIUM CHATEAU COUNTRY CLUB

THIS AMENDMENT to the Third Amended Declaration of Condominium for CHATEAU COUNTRY CLUB made this 13th day of August, 1992, in accordance with the provisions of Provision 20 of said Declaration by CHATEAU BUILDERS, INC., a corporation, DON COLLIER, JR., Developer and Declarant of the CONDOMINIUM:

WHEREAS, there is a certain Third Amended Declaration of Condominium concerning CHATEAU COUNTRY CLUB placed of record in Book 1103, Page 911 at the St. Charles County Office of Recorder of Deeds, and

WHEREAS, said Declaration provides the same may be modified and amended by the unit owners to reflect changes in CONDOMINIUM CHATEAU COUNTRY CLUB related to the common elements and to include conveyance of property to and from the condominium, particularly the common elements allocated thereto, and as provided by Section 448.2-117 RSMo. Uniform Condominium Act.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreement of not less than seventy-five percent (75%) of the unit owners of the CONDOMINIUM CHATEAU COUNTRY CLUB, the Third Amended Declaration of Condominium Chateau Country Club is herein amended and modified as follows:

1. PROVISION NO. 3 (1) DESCRIPTION OF LAND is hereby amended to include property previously excluded by the Third Amended

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Declaration as part of the condominium and said property is hereby submitted by the undersigned herein to the Condominium Regime of the Uniform Condominium Act of Missouri of the Revised Statutes of Missouri, to wit: "EXHIBIT A"

A tract of land being part of U. S. Survey 1198, Township 46 North, Range 4 East, St. Charles County, Missouri and being more particularly described as follows:

COMMENCING at the most southern corner of the revised plat of Chateau Country Club Plat One as recorded in Plat Book 25, Page 139 of the St. Charles County Recorder's office; thence along the western line of Phase One North 32 degrees 18' 30" West, 165.00 feet to the point of beginning of the tract of land herein described; thence South 57 degrees 41' 30" West, 67.54 feet; thence along a curve to the right having a radius of 50 feet, a central angle of 46 degrees 48' 00", an arc length of 40.84 feet; thence North 75 degrees 30' 30" West, 54.89 feet; thence along a curve to the right having 100.00 feet, a central angle of 95 degrees 55' 42", an arc length of 167.43 feet; thence North 20 degrees 25' 10" East, 107.70 feet; thence along a curve to the left having a radius of 375.00 feet, a central angle of 22 degrees 04' 24", an arc length of 144.46 feet; thence North 84 degrees 31' 30" East, 9.05 feet to the western line of said Phase One; thence along said western line South 05 degrees 28' 30" East, 172.54 feet to the point of beginning and containing .970 acres.

2. That the property described in "Exhibit A" including all buildings, improvements and structures thereon shall be a common element as described in Provision No. 3 subparagraph 5 DESCRIPTION OF COMMON ELEMENTS. That Provision No. 11 shall be amended to include a subparagraph 3 which shall read as follows:

The buildings, improvements and property set forth in "Exhibit A" shall be known as the recreational facilities and shall be managed and operated by the Chateau Recreational Facilities, a Missouri not-for-profit

corporation. All unit owners and lot owners of the Chateau Country Club Condominium and Chateau Country Club Townhomes respectively shall have equal access and use of the recreational facility and same shall elect a Board of Directors of not less than five (5) with not less than two directors being condominium unit owners, and same shall be responsible for collecting funds and maintaining and operating the recreational facility. The funds from the Condominium Chateau Country Club and the Chateau Country Club Townhomes shall be based on a pro rata per unit/per lot assessment with said funds collected and paid by the respective associations. The assessments and collections from the unit owners of the Condominium Chateau Country Club shall be as provided by the Third Amended Declaration of Condominium. The Board of the Chateau Recreational Facilities not-for-profit corporation shall submit an annual budget to the Chateau Country Club Condominium for its approval.

3. The unit owners shall in no way be responsible for the payment of any currently existing mortgage, lien, or obligations arising from the construction of said facility. This includes liability for a breach of warranty or failure to properly construct the facility. It is anticipated and it is the understanding of the undersigned unit owners that the developer Chateau Builders, Inc. and Don Collier, Jr. are responsible for the payment of the indebtedness arising from the construction and purchase of this

facility. The undersigned anticipate an indemnification and hold harmless agreement from said developer.

4. The Chateau Recreational Facilities, a Missouri not-for-profit corporation Articles of Incorporation and By-Laws shall be approved by the five (5) Board members prior to the execution of this amendment to the Third Amended Declaration and necessary funds shall thereafter be transferred to the account held in the name of the Chateau Recreational Facilities Corporation.

5. That the purpose of this amendment is to place the lot, buildings and improvements known as the recreational facility into the condominium with a one-half (1/2) interest in said property to be held by the Chateau Country Club Townhome Association. In the event that this amendment in part or in whole does not create the anticipated common element, this shall not effect the condominium unit owners' rights and abilities to use the recreational facility or participate on the Board of the Chateau Recreational Facilities Corporation.

This Amendment to the Third Amended Declaration of Condominium Chateau Country Club agreed upon this 13th day of August, 1992, by not less than seventy-five percent (75%) of the unit owners as required by the Uniform Condominium Act and Provision 20 of the Third Amended Declaration.

Kenneth A. Curtis
Kenneth A. Curtis / K
2000 Avignon Court
St. Charles, MO 63303

Judith A. Curtis
Judith A. Curtis / J
2000 Avignon Court
St. Charles, MO 63303

ALL SIGNATURES MUST BE NOTARISED

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STATE OF MISSOURI)
COUNTY OF St. Louis) SS.

On this 13th day of August, 1992, before me personally
appeared John M. [unclear]

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

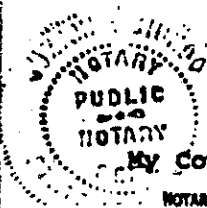
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Barbara [unclear]

RECORDER OF DEEDS

to me known to be the persons described in and who executed the
foregoing instrument, and acknowledged that they executed the same
as their free act and deed.

IN TESTIMONY 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.



My Commission Expires:
SUZANNE BIUNDO
NOTARY PUBLIC - STATE OF MISSOURI
CITY OF ST. LOUIS
MY COMMISSION EXPIRES MAR. 4, 1996

Suzanne Biundo
Notary Public

END OF DOCUMENT