

**SECOND AMENDMENT TO THE THIRD AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CHATEAU COUNTRY CLUB CONDOMINIUMS**

THIS AMENDMENT to the Third Declaration of Covenants, Conditions, and Restrictions for Chateau Country Club Condominiums is made this 9th day of October, 2006.

WITNESSETH:

WHEREAS, Chateau Country Club was created under the Missouri Uniform Condominium Act ("Act"), Sections 448.1-101 to 448.4-120, RSMo ("Act") by virtue of the "Declaration of Condominium Chateau Country Club" recorded in Book 1010 Page 1867, as amended, of the records of St. Charles County, Missouri, as may be amended ("Declaration");

WHEREAS, the Plat of the Condominium has been recorded in Plat Book 26, Page 11 of the records of St. Charles County, Missouri, as may be amended ("Plat");

WHEREAS, the real property comprising the Condominium and subject to the Declaration is situated in St. Charles County, Missouri and is more particularly described in the attached Exhibit "A";

WHEREAS, Provision No. 20 of the Declaration authorizes Amendment of the Declaration by approval of seventy-five percent (75%) of the Owners; and

WHEREAS, the Owners 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 prohibiting the sale of Units in the future to any person other than owner-occupants, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. Provision No. 5 shall include a new subparagraph "2.m"

"m." Restrictions on Leasing. The Association deems it to be in the best interests of the entire community as a whole to preserve the Condominium as a community in which the Units are 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.

(1) Leasing of Units. The provisions of this Section 8.10 shall be effective on the date sixty (60) days after the recording date of this amendment (the "Effective Date").

(a) 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 except as provided in this Section. For the purposes hereof, a Unit shall not be deemed as leased if it is occupied by (i) the record Owner and siblings, parents or children of the record Owner, or (ii) the record Owner and any other person related to the Owner by blood (not exceeding a relation more than once removed), marriage or adoption, or (iii) the beneficiary of a family trust or a beneficiary trust if the Unit is owned by such trust, or (iv) the record Owner and an unrelated person residing in the Unit as a roommate with any of the preceding permitted occupants.

(b) 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.

(c) Nothing in this subsection (1) 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 (2) of this Section.

(2) Regulations on Leases. Any lease agreement permitted under this Section and shall be in writing and, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions:

(a) the lease and tenant shall be subject to the provisions of the Act and this Declaration, By-Laws and Association rules and regulations ("Governing Documents"),

(b) any violation of the Act or the Governing Documents shall be

deemed a default of the lease,

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

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

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

(f) 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,

(g) the Owner shall furnish a copy of the lease and the names and relationship of all tenants to the Board at least five (5) days after the Effective Date of this amendment of the lease, and the Board shall have the right to review the lease to determine compliance with the Act, this Section and other applicable provisions of the Governing Documents, and

(h) 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 agreement after receipt of the Governing Documents, and the Owner shall give written notice to the Board certifying compliance with this provision.

(3) Waiver. Upon written application by an Owner, the Board may waive any provision of subsection (1) of this Section for a period of twelve (12) months, which may be extended 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.

(4) 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.

(5) Administrative Charges. As provided in subdivisions (1) and (6) of subsection 448.3-102.1 of the Act, 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.

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

(7) Remedies. In the event of any violation of this Section, after notice to the violating Owner and opportunity to be heard and to correct the violation, the Association shall be entitled to any appropriate relief and remedies under the Act and 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. 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.

C. The undersigned Board of Directors of Chateau Country Club hereby request that this Amendment to the Declarations be made of record and recorded in the St. Charles County Recorder of Deeds Office.

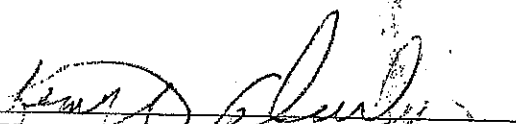
D. The undersigned Board of Directors hereby certifies that on the 28<sup>th</sup> day of February, 2006, this amendment was placed on a ballot and voted on by the Owners of record of Chateau Country Club; that thirty (30) days preceding the election, notice was given to all Owners of the election and the amendment to be considered.

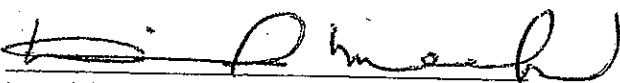
E. That after an election duly held in accordance with Provision No. 20 of the Declarations, the following votes were recorded:

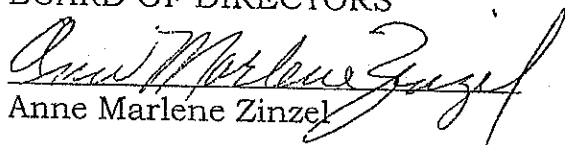
In favor of the above Amendment: 48  
Against the above Amendment: 4  
Abstentions: 0

F. That the voting Owners constituted a proper, legal quorum and the amendment carried and is effective the day and date of recording.

The Board hereby certifies that in accordance with the vote of the Owners of Chateau Country Club, the Amendment passed and shall be placed of record in the St. Charles County Recorder of Deeds Office.

  
Kenneth A. Curtis

  
David Meek

BOARD OF DIRECTORS  
  
Anne Marlene Zinzel

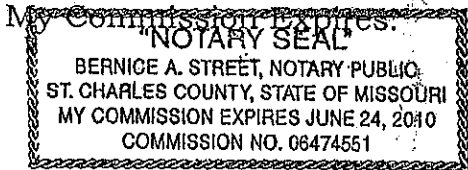
STATE OF MISSOURI )  
 )  
COUNTY OF ST. CHARLES )

COMES NOW, Kenneth A. Curtis, being of lawful age and being first duly sworn, states that he is a Board of Director of Chateau Country Club, that he has read and understands the foregoing instrument, that the foregoing facts are true and correct to the best of his knowledge, and believes that he did execute this as his 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.

*October 9, 2006*

*Bernice A. Street*  
Notary Public



STATE OF MISSOURI )  
 )  
COUNTY OF ST. CHARLES )

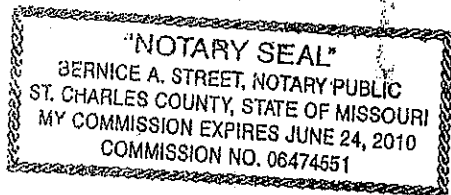
COMES NOW, Anne Marlene Zinzel, being of lawful age and being first duly sworn, states that she is a Board of Director of Chateau Country Club, that she has read and understands the foregoing instrument, that the foregoing facts are true and correct to the best of her knowledge, and believes that she did execute this as her 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.

*October 9, 2006*

*Bernice A. Street*  
Notary Public

My Commission Expires:



STATE OF MISSOURI            )  
  )  
COUNTY OF ST. CHARLES    )

COMES NOW, David Meek, being of lawful age and being first duly sworn, states that he is a Board of Director of Chateau Country Club, that he has read and understands the foregoing instrument, that the foregoing facts are true and correct to the best of his knowledge, and believes that he did execute this as his 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.

October 9, 2006

*Bernice A. Street*  
Notary Public

My Commission Expires:

