

Dear Park Charles South HOA member,

Enclosed are a proposed amendment to the current HOA Covenant and Restrictions, a ballot and an addressed envelope.

The amendment is endorsed by your HOA board and is designed to: 1. Clarify and expedite procedures within the HOA system. 2. Ease the amending process. 3. Limit delinquency of yearly dues, and 4. Restrict the leasing of property within our subdivision

The ballot is forthright with a vote either in favor or against the proposed amendment. A postage-paid and addressed envelope is enclosed in which to mail the ballot. Alternatively, you may use the email address (parkcharles1@proton.me) to send a scanned copy to cast your vote.

Please be aware that you may only vote one time, and once the vote has been cast, it cannot be recalled or changed.

If you have questions or concerns, please attend the HOA Amendment Meeting to voice them. The meeting is scheduled for September 21, 2026 at Spencer Library, Room L. You may also email your questions or concerns to PCSamend@pcsouth.org. Questions/concerns from email as well as live questions/concerns will be addressed at this time. **Please do not send questions/concerns to individual board members.**

The meeting will be video taped for reference with a link on the Park Charles website (www.pcsouth.org), if you cannot attend.

The Board sees the passage of this amendment as a long stride in a favorable direction for our subdivision, increasing property values as well as providing a better governing system for our community. Thank you for your time and your YES vote.

Sincerely,

Michelle McCullough, Park Charles HOA President

PARK CHARLES ASSOCIATION
RESOLUTION AND BALLOT FOR PROPOSED AMENDMENT

The Board of Directors of Park Charles Association has been working with the Association's attorney to add provisions regarding assessments, amendments, enforcement, and leasing to the "Park Charles South Declaration of Covenants and Restrictions" ("Proposed Amendment"). The Proposed Amendment is included for your review. To facilitate your participation in this important matter, the Board has provided this Ballot for you to cast your vote on the Proposed Amendment.

INSTRUCTIONS

Please clearly mark your vote on the Proposed Amendment below and return the completed Ballot via:

Mail: Park Charles Association c/o City & Village Tax Office, 3 Hollenberg Court, Bridgeton, MO 63044

Email: parkcharles1@proton.me

Once your vote is cast, it is final. Voting will remain open until a sufficient number of votes have been received to pass the Proposed Amendment (at least 2/3) or enough votes have been received to defeat the Proposed Amendment (more than 1/3).

RESOLUTION

The Owners within the Park Charles Subdivision desire to vote on the Proposed Amendment, a copy of which was included herewith and incorporated herein by reference. Adoption of the Proposed Amendment requires the approval of two-thirds (2/3) of the Owners. The Owners resolve to vote upon the Proposed Amendment by use of this resolution and Ballot.

BALLOT

The undersigned member of Park Charles Association certifies that he or she is the record owner within Park Charles, and on the date below, hereby votes on the Proposed Amendment as follows:

	YES	NO
PROPOSED AMENDMENT	_____	_____
Signature(s):	_____	_____
Print Name(s):	_____	_____
Address within Park Charles: _____		
Date: _____		

**2026 AMENDMENT TO THE PARK CHARLES SOUTH
DECLARATION OF COVENANTS AND RESTRICTIONS**

This 2026 Amendment to the Park Charles South Declaration of Covenants and Restrictions is made and entered into as of this ____ day of _____, 2026 (“Effective Date”) by Park Charles Association, a Missouri nonprofit corporation (“Association”).

Recitals

A. The Park Charles South Subdivision (“Subdivision”) consists of the real property as described in the plat listed in Exhibit A attached hereto and incorporated herein (“Plat”).

B. The Plat is made subject to the “Park Charles South Declaration of Covenants and Restrictions” recorded at Book 697, Page 1159 in the records of St. Charles County, as may be amended (“Declaration”).

C. The Association is also subject to the “By-Laws of Park Charles Association” adopted by the Association in 1975, although unsigned (“Bylaws”).

D. Pursuant to Article IX, Section 1 of the Declaration, the owners of lots in the Subdivision (“Owners”) are authorized to amend the Declaration by the approval of two-thirds (2/3) of Owners.

E. The Owners desire to amend the Declaration, and this Amendment is in the best interests of the community as a whole.

NOW THEREFORE, the Declaration is amended as follows:

1. *Article V of the Declaration regarding Maintenance and Assessments is deleted in its entirety and is replaced by the following:*

ARTICLE V

FINANCIAL MATTERS

Section 1. Definitions. For purposes of this Article V only, the following definitions apply:

- (a) “Lot” includes any Living Unit, even if not located on a single-family residence Lot.
- (b) “Common Expenses” means expenses or financial liabilities of the Association, including: (a) expenses of administration of the Association, (b) maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; (d) expenses declared to the responsibility of the Association herein; (e) expenses agreed upon as Common Expenses by the

Association; and (f) such reasonable reserves as may be established by the Association.

Section 2. Covenant to Pay & Personal Liability. Each Owner, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be personally liable for all assessments and other charges coming due while he is Owner.

In addition to the covenant to pay, the Owner at the time an assessment is due shall be personally liable for same, together with such charges as may be imposed under these Restrictions. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume such personal obligation.

The obligation and covenant to pay may not be avoided by waiver of the use of the Common Properties or services, or by abandonment of the Lot, or by reliance upon any claim against the Association, Board, another Owner or any third party.

Section 2. Common Expense Liability. Common Expenses shall be allocated on the basis of equality; thus, each Lot's Common Expense Liability shall be equal to all other Lots within the Community. Provided, however, the following Common Expense may be allocated to fewer than all of the Lots or Living Units:

- (a) Requested Services. Any Common Expense for services provided by the Association to an individual Lot at the request of the Owner, and beyond the Association's duties expressed herein or assumed, shall be assessed against the Lot which benefits from such service.
- (b) Damages. Any Owner, after notice and opportunity to be heard, shall be liable for any damages to any other Lot, or to the Common Properties, caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Lot, or in connection with construction activities on the Lot.

Section 3. Budget. The Board shall prepare a proposed annual budget, including an estimate of the income and Common Expenses of the Association and each Owner's assessment to provide for the Common Expenses for the forthcoming year. The budget shall include a schedule of late fees and interest to be charged on delinquent accounts. The Board shall deliver the proposed budget to the Owners and set a date for a meeting of the Owners to consider ratification. Unless a majority of all members who are not delinquent in the payment of assessments or other charges reject the budget, the budget is ratified. A quorum is not required. In the event the proposed budget is rejected, the most recent budget shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board; this process shall be referred to as "Ratification Process."

Section 4. Payment Schedule. All assessments shall be due and payable annually. The Board may require a periodic payment schedule, but not more frequently than monthly. In the event that a delinquency in excess of sixty (60) days occurs in the payment of any assessment that

is payable in installments, the full amount of such assessment may be accelerated and collected as provided in this Article. No assessment shall be due unless notice of at least thirty (30) days has been provided.

Section 5. Lien. In addition to each Owner's personal liability under Section 2, the Association has a lien against a Lot for any assessment or fine from the time the assessment or fine becomes due, which shall include any other monies owed to the Association.

- (c) Priority. For any liens executed after recording of these Restrictions, a lien under this Section 5 is prior to all other liens and encumbrances on a Lot (including any mortgage or deed of trust) except for those liens, mortgages or deeds of trust of record at the time of the recording of these Restrictions, real estate taxes and other governmental assessments or charges against the Lot. The lien is not subject to the provisions of Mo. Rev. Stat. §513.475 (2000)(homestead exemption).
- (d) Perfection. The Association's lien for unpaid assessments and other charges shall be deemed perfected upon the Effective Date of this Amendment. A notice of the Association's lien, in the Board's discretion, may be recorded in the records of St. Charles County, Missouri.
- (e) Enforcement. The Association may initiate suit to recover sums for which this Section creates a lien. In addition, and without waiver of any remedies, the Association's lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Mo. Rev. Stat. §§ 443.290 to 443.440 (2010).

Section 6. Interest and Late Fees. Unless otherwise adopted pursuant to Section 3 above, the rate of interest shall be twelve percent (12%) per annum and late fee shall be \$25.00 per month until the account is brought current.

Section 7. Costs and Attorney's Fees. A judgment or decree in any action brought under this Article shall include all costs, attorney's fees (including costs and fees incurred in executing the judgment), and other charges owed to the Association as the prevailing party.

Section 8. Exemptions. The Common Properties and any Lot exempt from taxes under the laws of the State of Missouri shall be exempt from the assessments, charges and liens created herein.

Section 9. Certificate of Payment. The Association, within ten (10) business days after receipt of written request by an Owner, shall furnish to him a statement setting forth the amount of monies owed by the Owner and levied against the Lot.

2. *Article IX, Section 1 of the Declaration regarding Amendments is deleted in its entirety and is replaced by the following:*

Section 1. Amendments. These Restrictions may be amended at any time with substantial compliance of the following procedures: (1) the Association shall send a copy of the proposed amendment to each Owner subject to the Declaration with a ballot; (2) the Owner shall have thirty (30) days from the date the proposed amendment is sent to cast a ballot on the proposed amendment by whatever method(s) the Board determines, whether it be by mail, in person, email or by any other electronic means, or any combination thereof; and (3) the amendment is approved by two-thirds (2/3) of the votes cast. This section supersedes any conflicting requirement in the Declaration or Bylaws.

No challenge to the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of these Restrictions.

Each amendment shall be executed by an officer of the Board in the presence of a notary and certified by another officer that such amendment was adopted in accordance with this Article. Such amendment shall be recorded in St. Charles County and shall be effective upon recording unless otherwise expressly stated therein.

3. *Section 4 of Article IX of the Declaration regarding Enforcement is deleted in its entirety and is replaced by the following:*

4. **Enforcement.** Enforcement of any of the Declaration and/or rules and regulations adopted by the Board of Directors shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such restrictions and may be brought to restrain any such violation and/or to recover damages therefor together with reasonable attorney's fees and court costs.

The Association shall have the power to impose fines and penalties, including the right to collect costs of enforcement of the Declaration and any rules and regulations adopted by the Board, including attorney's fees, and the right to suspend membership rights (including the right to vote and to serve as a Director) for any violation of the Declaration or rules. The Board shall have the right to adopt an enforcement policy and fine schedule, at the Board's discretion. The following procedures shall apply prior to imposition of fines or penalties (collectively, "penalty"):

- (a) **Notice.** The Board shall notify the alleged violator ("Respondent") with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than fourteen (14) days within which the alleged violator may request a hearing before the Board (which may be reduced if the Board believe that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within fourteen (14) days of the notice. If a timely request for a hearing is

not made, the penalty stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed penalty. Such suspension shall not constitute a waiver of the right to penalize future violations of the same or other provisions of the Declaration or rules by any person.

- (b) Hearing. If a hearing is timely requested by the Respondent, the hearing shall be held in private with the Board. The purpose of the hearing is to provide the Respondent with an opportunity to be heard and present facts and witnesses in response to the alleged violation prior to the levy of a penalty.
- (c) Good Faith Compliance. Any failure to comply with this Section shall not invalidate any fine levied so long as the Owner had notice of the hearing.
- (d) Repeat Violations. Fines may be levied on a daily basis for recurring and/or continuous violations and notice and opportunity to be heard need not be provided for subsequent violation of the same provision of the Declaration 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.
- (e) Fines are Collectible. Fines, penalties and other charges related to the enforcement of the governing documents, including attorneys' fees, may be collected in the same manner as an assessment under this Declaration.
- (f) Director Discretion in Enforcement. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (1) the Association's position lacks sufficient strength to justify taking any or further action, (2) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law, (3) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (4) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision under this Section shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

4. *A new Article X regarding Leasing is added to the Declaration to read as follows:*

ARTICLE X

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 and Living Units not located on a single-family Lot in the Subdivision (all referred to as “Lots” in this Article) are predominantly occupied 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 restricting leasing in the Subdivision.

Section 1. Definitions. For purposes of this Article:

- (a) “Direct Family Member” means a spouse, child, parent, grandchild, grandparent, caregiver, in-law, stepchild, or sibling of the Owner.
- (b) “Lease” (whether capitalized or not) means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessor-lessee in which the Lot is not Owner-Occupied.
- (c) “Owner-Occupied” means that the resident of the Lot is the record Owner of the Lot or a Direct Family Member of the Owner (and their families). In the event the Lot is owned by a trust, the Lot shall be deemed to be Owner-Occupied if the Lot is occupied by a beneficiary of the trust, so long as the beneficiary is also the grantor of the trust, or the Lot is occupied by the spouse or Direct Family Member of the grantor of the trust. If the Lot is owned by a corporation or limited liability company, the Lot shall be deemed to be Owner-Occupied if it is occupied by a controlling member or controlling shareholder.

Section 2. Restriction on Leasing.

- (a) Any Owner that acquires an ownership interest in a Lot after the recording of this Declaration shall be prohibited from Leasing the Lot, unless such Owner was under contract for such sale prior to the date of recordation.
- (b) The Board may waive the limitations on leasing in Subsection (a) above 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 in accordance with the regulations in Subsection (c) below.

- (c) Notwithstanding the foregoing or anything herein to the contrary, this Article X and the restrictions on Leasing set forth herein shall not apply to the portion of the Subdivision identified as the "Apartment Tract" on Plat 7 attached hereto as Exhibit A, which Apartment Tract is commonly known and numbered as 101-135 Park Charles Blvd. S., St. Peters, MO 63376.

Section 3. Lease Regulations.

- (a) Written Lease. Any lease permitted under this Section 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.
- (b) Copy of Lease/Contact Information. The Owner shall furnish to the Board, at least ten (10) days before the commencement date of the Lease, a copy of the executed Lease and a lease addendum (if required by the Association) ("Addendum"), as well as the names, email address(es), and phone number(s), and/or any other information required by the Board, of the tenant(s), all occupants, and any broker or property management company that may be involved. At that time, the Owner must also provide the Board with updated contact information for such Owner, including an address for communications, phone number(s) and email address(es). The Lease shall comply with the Declaration and any rules and regulations adopted by the Board.
- (c) Persons Subject to Declaration. The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Declaration and any rules and regulations adopted by the Board.
- (d) Term of Lease. Any Lease allowed pursuant to this Article shall have a term as permitted by the Board as part of the hardship exception. No Lease may be sublet or assigned.
- (e) Short Term Rentals. No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes. This includes, but is not limited to any home exchange, swap or an agreement made via Airbnb®, VRBO® or their functional equivalent. If a Lease is voluntarily terminated prior to the expiration of the Lease, the Lot may not be leased for the remainder of the Lease term. Any agreement purporting to convey a license versus a lease shall be treated as a lease under this Declaration.
- (f) No Time-Share. No Lot may be conveyed under a time-sharing plan or functional equivalent. For purposes of this Section, a time-sharing plan shall include any ownership interest in a legal entity that is an owner of a Lot whereby the different owners of the legal entity share or divide time for the purposes of occupancy of the Lot.
- (g) No Boarding House. No Lot shall be used as a boarding house or rooming house. Not less than the entire Lot may be leased.

- (h) Certification. The Owner certifies that he/she obtained a background check and provided a copy of the Declaration and any rules and regulations adopted by the Board to tenant, and tenant certifies that he/she received said documents, prior to signing the Lease.
- (i) 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.
- (j) Rulemaking. The Board may adopt such rules, regulations, forms, Addendums, and schedules, as it deems reasonable and necessary to implement the provisions of this Section.
- (k) 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.
- (l) Enforcement. The Association is authorized to enforce any violation by tenant or occupant (regardless of relationship to the Owner) of the Declaration or any rules and regulations adopted by the Board, 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 Declaration. The Association shall assess the Owner of the leased Lot any and all costs and fees incurred in bringing such Owner's tenants into compliance with the Declaration or any rules and regulations adopted by the Board, or related to any legal proceeding, which shall be collectable as an assessment as set forth in this Declaration. In the event the Owner fails to pay any assessment and related charges and fees for sixty (60) days or more, the Association, upon written notice, may direct the tenant to pay rent directly to the Association 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."

- 5. *Except as otherwise provided herein, the Declaration shall remain unchanged and shall remain in full force and effect.*
- 6. *The Board is authorized to execute and record this 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 Declaration.*
- 7. *This 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.*