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**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY:KAUERSWALD

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TITLE: AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS, AND RESTRICTIONS FOR THE NEW TOWN AT ST.  
CHARLES THEATER DISTRICT BUSINESS ASSOCIATION

DATE: September 09, 2011

GRANTOR: WBI RESOLUTION, LLC

ADDRESS: 600 James S. McDonnell Blvd., Hazelwood, Missouri 63042

GRANTEE: THE NEW TOWN AT ST. CHARLES THEATER DISTRICT  
BUSINESS ASSOCIATION

ADDRESS: 3333-5 Rue Royale, St. Charles, Missouri 63301

REFERENCE: Declaration of Covenants, Easements, Conditions, and Restrictions for the  
New Town at St. Charles Theater District Business Association recorded  
in Book 4552, page 2294, in the Recorder of Deeds' Office of St. Charles  
County, Missouri, as amended.



AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS FOR THE NEW TOWN AT ST. CHARLES THEATER DISTRICT BUSINESS ASSOCIATION

THIS AMENDMENT ("Amendment") is made as of the 9<sup>th</sup> day of September, 2011, to that certain Declaration of Covenants, Easements, Conditions, and Restrictions for The New Town at St. Charles Theater District Business Association dated as of July 31, 2006, and recorded in Book 4552, Page 2294, in the Recorder of Deeds' Office of St. Charles County, Missouri (the "Recorder's Office"), as amended from time to time (the "Declaration"). (Terms defined in the Declaration are used herein as defined therein unless otherwise indicated.)

RECITALS

- A. WBI Resolution, LLC, a Missouri limited liability company ("Resoultion"), is identified in the Declaration as the "Founder."
- B. Article III, Section 4(a) of the Declaration permits the Declaration to be amended prior to the Turnover Date by the Founder, in its sole discretion.
- C. This Amendment is made prior to the Turnover Date which is defined in Article I, Section 36 as follows:

"Turnover Date" shall mean and refer to the earlier of (a) the date on which neither the Founder nor any Affiliate of the Founder no longer owns any Parcel within the Business District or (b) the date on which Founder elects, in its sole and absolute discretion, to relinquish (i) all rights to appoint and remove members of the Board of Directors pursuant to the Declaration and the Bylaws and (ii) all voting rights in the Business Association reserved to the Founder pursuant to this Declaration and the Bylaws.

- D. Resolution owns at least one Parcel within the Business District, the Turnover Date has not yet occurred, and Resolution has not relinquished any rights set forth in the above paragraph "C."
- E. In accordance with Article III, Section 4 of the Declaration, Resolution, as Founder, desires to amend the Declaration as set forth below.

AMENDMENT

NOW, THEREFORE, in accordance with Article III, Section 4 of the Declaration, the Founder desires to amend the following:

- 1. Article VII, Section 8 is hereby amended to add the following provision at the end of said section:

"The Board of Directors, in its sole discretion, shall have the right to exempt any Parcel from all or any portion of an increase in the General Assessment for the current Assessment Year from the previous Assessment Year in the event said General Assessment is paid in advance



upon a date selected by the Board of Directors, provided said date is at least thirty (30) days prior to the end of said current Assessment Year. The terms of any exemption offered by the Board of Directors to an owner of a Parcel paying its General Assessment in advance of said General Assessment being due as set forth in the previous sentence (the "Exemption") shall be uniform and the same terms shall apply to all Parcels, provided that the terms of any Exemption, if any is offered by the Board of Directors, may vary from year to year."

2. Except as otherwise provided herein, the Declaration shall remain unchanged and in full force and effect. In the event of any inconsistency between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

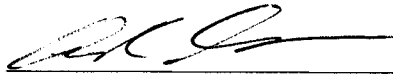


IN WITNESS WHEREOF, the undersigned has set his hand the date first above written.

**FOUNDER:**

**WBI RESOLUTION, LLC**, a Missouri limited liability company


By: First Bank, a state chartered bank, its Managing Member

By:   
Name: Andrew Schmidt  
Title: Senior Vice President

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

On this 9<sup>th</sup> day of September, 2011, before me appeared Andrew Schmidt, to me personally known, who, being by me duly sworn did say that he is Senior Vice President of First Bank, a Missouri state chartered bank, and that said bank is the managing member of WBI Resolution, LLC, a Missouri limited liability company, and said Andrew Schmidt acknowledged that he executed the same in behalf of said corporation and said limited liability company by authority of the Board of Directors of the corporation and said Andrew Schmidt acknowledged said instrument to be the free act and deed of said bank and said limited liability company.

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.

  
Notary Public  
Printed Name: Connie Mueller

My Commission Expires: 3-17-2013

