

**INDENTURE OF TRUST AND RESTRICTIONS OF  
PADDOCK FOREST SUBDIVISION PLAT 1  
COUNTY OF ST. LOUIS, MISSOURI**

THIS INDENTURE, made and entered into this 3<sup>rd</sup> day of June, 1966, by and between THE MAYFRED CORPORATION, a corporation of the State of Missouri, Party of the First Part, and PADDOCK FOREST RESIDENTS ASSOCIATION, a not-for-profit corporation of the State of Missouri, Party of the Second Part, hereinafter referred to as the "Trustee".

WITNESSITH THAT:

WHEREAS, the County Council of St. Louis County, Missouri, by its Order dated the 23<sup>rd</sup> day of June, 1966, and entitled "In the matter of the Petition of the Mayfred Corporation, for the approval of Paddock Forest Subdivision, a subdivision in St. Louis County, Missouri, under the Planned-Environment Unit Procedure", approved and authorized a preliminary plat of Paddock Forest Subdivision, which is described as follows, to-wit:

(See description on sheet attached hereto)

WHEREAS, Party of the First Part has recorded Paddock Forest Subdivision Plat 1 on the 1<sup>st</sup> day of July, 1966, as Daily No. 81 of the St. Louis County Recorder's Office, and contemplates that the remainder of the aforescribed (insert acreage) acres will also be subdivided, and the plats thereof, designated as Paddock Forest Subdivision Plat 2, Plat 3, etc. will be recorded in the St. Louis County Records pursuant to and in conformity with the aforesaid Order, and

WHEREAS, "Common Land" for park and recreational areas has been reserved in Paddock Forest Subdivision Plat 1, and Common Land for similar purposes will be reserved in the subsequent plats of Paddock Forest Subdivision first described above and will be recorded in the Office of Recorder of Deeds of St. Louis County after approval by St. Louis County Council; and

WHEREAS, as each of the subsequent plats of Paddock Forest Subdivision is recorded, Party of the First Part will adopt this Indenture of Trust and Restrictions and all provisions thereof for each of said plats; and

WHEREAS, there may be designated, established and recited on the recorded plats of Paddock Forest Subdivision, certain streets, common land and certain easements which are for the exclusive use and benefit of the residents of Paddock Forest Subdivision (except those streets or easements which are now or may hereinafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the said residents of Paddock Forest Subdivision; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of said land and every parcel thereof, including all "Common Land", and mutually to benefit, guard and restrict present and future residents of Paddock Forest Subdivision and to foster the health, welfare and safety of all who reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions", are jointly or severally for the benefit of all persons who may purchase, hold or reside upon, any of the lots covered by this instrument; and

WHEREAS, Party of the First Part has, by separate instrument simultaneously herewith, conveyed to the Trustee and established the following as "Common Land":

(See description on sheet attached)



WHEREAS, the above described instrument conveys the property described therein to the Trustee hereafter designated and established for a period of fifty (50) years, and after expiration of said time, fee simple title to the above described property shall vest in all of the then record owners of all lots and dwelling units in all recorded plats of subdivisions of the aforesaid property known as Paddock Forest Subdivision Plat 1,2, 3, etc., as tenants in common, but the rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of lots and dwelling units in said Paddock Forest Subdivision, and any conveyance or change of ownership of a lot or dwelling unit in said Paddock Forest Subdivision shall carry with it ownership in common property so that none of the owners of lots or dwelling units in said Paddock Forest Subdivision and none of the owners of the common property shall have such rights of ownership as to permit them to convey their interest in the common property except as an incident to the ownership of such lot or dwelling unit; and any sale of any lot or dwelling unit in said Paddock Forest Subdivision shall carry with it without specifically mentioning it, all the incidents of ownership of the common property; provided, however, that all of the rights, powers and authority conferred upon the Trustee of said Paddock Forest Subdivision, a subdivision as aforesaid, shall continue to be exercised by the said Trustee.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties hereto each to the other, the Parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors or assigns, any of the lots and parcels of land in said Paddock Forest Subdivision, all as described herein as follows, to-wit:

## I **RESERVATION OF EXPENDITURE**

The Party of the First Part reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

## II

### TRUSTEE'S DUTIES AND POWERS

The Party of the First Part hereby invests the Trustee and its successors and assigns with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

- (1) The Trustee shall acquire and hold the "Common Land" hereinabove described and conveyed to the Trustee by separate instrument on even date herewith, which said "Common Land" is set forth and shown on Paddock Forest Subdivision Plat 1, a subdivision, and any subsequently recorded plat of Paddock Forest Subdivision for which land this Indenture of Trust and Restrictions is adopted, all in accordance with and pursuant to the aforesaid Order of the St. Louis County Council and in accordance with and subject to the provisions of this Instrument.

The Trustee shall deal with any "Common Lands" so acquired under the provisions hereinafter set forth.

- (2) To exercise such control over the easements, streets, and roads (except for those easements, streets, and roads which are now or may hereafter be dedicated to public bodies or agencies), entrances, lights, gates, common land, park areas, shrubbery, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on the recorded plat of said above described tract of land as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, streets, and roads, etc., by the necessary public utilities and other, including the right to it and others to whom it may grant permission, to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots and dwellings shown on said plats.
- (3) To exercise control over the Common Land as shown on said Paddock Forest Subdivision Plat 1 and any subsequently recorded plat of Paddock Forest Subdivision; to pay real estate taxes and assessments on said Common Land out of the general assessment hereinafter provided for; to maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures,



and any and all other types of facilities in the interest of health, welfare, safety, recreation, entertainment, education and general use of the residents in said subdivision, all in conformity with all applicable laws; to lease, sell, exchange or otherwise dispose of any part of said Common Land as has not been considered in determining the density computation for qualifying Paddock Forest Subdivision as a Planned-Environment Unit; to prescribe by reasonable rules and regulations the terms and conditions of the use of said Common Land, all for the benefit and use of the residents in this Subdivision and according to the discretion of the said Trustee.

- (4) Publicly to dedicate any private streets constructed or to be constructed on said Common Land and whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.
- (5) To prevent as Trustee of an express trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by said Trustee covering the use of said Common Land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustee is intended to be discretionary and not mandatory.
- (6) To clean up rubbish and debris and remove growth and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon, any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustee or its officers, agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.
- (7) To consider, approve, or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said lots unless there shall be

first had the written approval of the Trustee to the plans and specifications therefor and to the grade proposed therefor. In the event the Trustee fails to approve or disapprove within thirty (30) days after building plans or other specifications for fences, swimming pools or tennis courts, accessory buildings and other outbuildings have been submitted to it hereunder, approval will not be required and the applicable restrictions shall be deemed to have been fully complied with.

- (8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.
- (9) At such time (fifty years after the date of any warranty deed by which the Trustee acquired the "Common Land") as the then owners of all the lots and dwelling units in all recorded plats of Paddock Forest Subdivision became owners as tenants in common of all of the "Common Land" theretofore conveyed to and held by the Trustee, the Trustee shall continue to exercise all the same rights and authorities and have the same duties and responsibilities with respect to the said "Common Land" as hereinbefore set forth, and particularly, the Trustee shall continue to collect for and make payment of the real estate taxes which may be levied on the "Common Land" by the County of St. Louis or other governmental body or agency.
- (10) The Trustee, in exercising the rights, powers and privileges granted to it and in discharging the duties imposed upon it by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as it may deem necessary, and employ counsel to institute and prosecute such suits as it may deem necessary or advisable, and to defend suits brought against it in its capacity as Trustee.

### **III** **ASSESSMENTS**

The Trustee and its successors and assigns are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the Subdivision for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:



(1) (a) The Trustee and its successors and assigns are authorized to make uniform assessments, except as hereinafter provided, of an amount not to exceed Twenty-five Dollars (\$25.00) per lot in each calendar year upon and against the lots in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustee as herein described and for the further purpose of enabling the Trustee to defend and enforce restrictions, adequately to maintain streets, if required, "Common Land", utilities, parking spaces and trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the residents in said Subdivision, provided, however, that the two areas designated for multiple-family dwelling units shall be assessed at a rate not to exceed Six Dollars and Twenty-five Cents (\$6.25) per dwelling unit.

(b) If at any time the Trustee shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, it shall submit in writing to the then owners of lots and dwelling units for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved either at a meeting of the owners of lots and dwelling units called by the Trustee, by a ninety percent (90%) majority vote of those present in person or by proxy, or on written consent of ninety percent (90%) of the said owners, the Trustee shall notify all owners in said tracts of the additional assessment, provided, however, that in determining such required ninety percent (90%) majority, each owner of a single-family dwelling unit shall be entitled to one full vote and each owner of a multiple-family dwelling unit shall be entitled to one-fourth of a full vote. The limit of the annual assessments for general purposes as set forth in 1(a) above, shall not apply to any assessment made under the provision of this paragraph 1(b).

(2) All assessments, made by the Trustee for the purposes hereinabove enumerated, shall be based upon 1966 dollars and may be adjusted for inflation to the current year using the Consumer Price Index inflation calculator provided by the United States Department of Labor, Bureau of Statistics, and if this index is no longer available, the Trustees should be entitled to utilize an equally recognized index of inflation to adjust the maximum

assessment and assessments shall be made in the manner and subject to the following procedure, to-wit:

- (a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of a fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot or dwelling unit itself
- (b) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, together with attorneys' fees, costs of collection and other costs which shall also be the personal obligation of the delinquent lot owner or dwelling unit owner and such lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or dwelling units and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustee may, upon payment, cancel or release any one or more lots or dwelling units from the liability of assessments (as shown by the recorded instrument) by executing, acknowledging and a recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or dwelling unit affected, and the Trustee shall caused to be noted from time to time in the minutes of its proceedings, the payments made on account of any assessments.
- (3) The Trustee shall deposit the funds coming into its hands as Trustee in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at interest, when deemed feasible by it, in its discretion. The Trustee shall designate one of its officers as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the Trustee.



- (4) The Trustee is authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as it may deem necessary and proper.

#### IV INDENTURE OF RESTRICTIONS

Party of the First Part being the owner of the following described real estate lying and being situated in the County of St. Louis, State of Missouri, and being more particularly described as:

Paddock Forest Subdivision Plat 1 filed in the Recorder's Office of St. Louis County, Missouri on the 1<sup>st</sup> day of July, 1966, as Daily No. 81.

By this Indenture does impose upon all the property in the aforesaid Paddock Forest Subdivision Plat 1, the following restrictions and conditions, to-wit:

- (1) Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat of said Paddock Forest Subdivision Plat 1. In the event that the builder inadvertently builds beyond the building line as established, the Trustee is hereby empowered to amend said building line and eliminate any violation of this restriction.
- (2) Any fence on any lot, other than a wire or a wood fence which does not exceed 50 inches in height and has a minimum of 35% openings, must be approved by the Trustee, prior to installation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
- (3) The right is reserved to the owner or owners of any lot or lots to put additional restrictions on their property.
- (4) No structure of a temporary character and no trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, without approval by the Trustee. The Trustee shall make its approval or disapproval in writing. In the event the Trustee fails to approve or disapprove within thirty days after plans have been submitted to it, the plans shall stand approved.
- (5) (a) There are and will be situated in the above described tract, certain areas designated as

Common Land. The Trustee shall hereafter maintain said Common Land and may develop therein park areas, playgrounds, ball fields and other kinds of recreational facilities.

- (b) Any other provision hereof to the contrary notwithstanding, the obligations and rights of the Trustee hereunder to maintain the parks and streets referred to herein shall not cease nor may this Indenture be changed or amended to reduce or eliminate any of the duties, obligations and rights in such connection granted to and imposed on the Trustee under any subparagraph of Paragraph II herein, nor may this Indenture be amended to eliminate the Trusteeship set up in said Indenture.
- (6) The Trustee is authorized and empowered to cooperate and to contract with the Trustees of adjoining or nearby tracts in the development and maintenance of facilities enuring to the benefit and general welfare of the inhabitants of the entire area.
- (7) The Trustee is authorized to act through a representative, PROVIDED, HOWEVER, that the Trustee shall only be responsible for its wrongful acts and shall not be responsible for wrongful acts of others. Neither the Trustee nor its directors, officers, or agents, shall be held liable for injury or damage to persons or property by reason of any act or failure to act of the Trustee, its directors, officers, or agents. The Trustee shall not be entitled to any compensation for services performed pursuant to this covenant.
- (8) These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots and dwelling units has been recorded, agreeing to change said covenants in whole or in part, excepting that, as long as Party of the First Part owns one or more lots in Paddock Forest Subdivision Plat 1, its consent to each change is required.
- (9) All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot of said tract be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said tract, saving always the right to amendment, modification or repeal as hereinabove expressly provided.



(10) Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages, Attorney's fees or other costs, which shall be charged to and become a personal obligation of the person or persons violating or attempting to violate any such covenant.

IN WITNESS WHEREOF, the said Party of the First Part and the party of the Second Part have hereunto executed this Indenture the day and year first above written.

THE MAYFRED CORPORATION

By: Alfred H. Mayer  
President

Party of the First Part

Attest:

Gerald L. Winkler  
Secretary

PADDOCK FOREST RESIDENTS ASSOCIATION

By: Alfred H. Mayer  
President

Party of the Second Part

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

On this 3<sup>rd</sup> day of June, 1966, before me appeared ALFRED H. MAYER, to me personally known, who, being by me duly sworn, did say that he is the President of the MAYFRED CORPORATION, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said ALFRED H. MAYER acknowledged said instrument to be the free act and deed of said corporation.

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.

R.W. Franklin  
Notary Public

My commission expires:

Nov. 15, 1966

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

On this 3<sup>rd</sup> day of June, 1966, before me appeared ALFRED H. MAYER, to me personally known, who, being duly sworn, did say that he is the President of PADDOCK FOREST RESIDENTS ASSOCIATION, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said ALFRED H. MAYER acknowledged said instrument to be the free act and deed of said corporation.

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.

R.W. Franklin  
Notary Public

My commission expires:

Nov. 15, 1966



**AMENDMENT TO**  
**THE INDENTURE OF TRUST AND RESTRICTIONS OF**  
**PADDOCK FOREST SUBDIVISION PLAT 1**  
**COUNTY OF ST. LOUIS**

THIS AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS OF PADDOCK FOREST SUBDIVISION PLAT 1 is made and entered into this 15 day of DECEMBER, 2008, by the undersigned Officers and Directors on behalf of the lot owners pursuant to their authority as set forth herein. All capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture (as defined below).

WHEREAS, on or about the 26<sup>th</sup> day of January, 1968, The Mayfred Corporation and Paddock Forest Residents Association, executed and caused to be recorded that certain Indenture of Trust and Restrictions of Paddock Forest Subdivision Plat 1 at Book 6304 Page 2284 of the records of the St. Louis County Recorder of Deeds (the "Indenture") with respect to the real property described therein (the "Subdivision");

WHEREAS, the Indenture provides that it may be amended by an instrument signed by a majority of the then owners of the lots and dwelling agreeing to change said covenants in whole or in part; and

WHEREAS, owners of lots and dwelling units within the Subdivision, have cast their affirmative ballots and deem it to be in their mutual best interest and in the best interest of the Subdivision, to further amend the Indenture as hereinafter set forth; by signature below the Trustees do hereby affirm and confirm that pursuant to the amendment regarding Article III, paragraph 2, they received 323 ballots returned from the 569 lot owners in which 319 voted for the amendments and 4 voted in the negative; regarding the amendment to Article III, paragraph (2)(b), they received 323 ballots returned from the 569 lot owners in which 317 voted for the amendments and 6 voted in the negative, and regarding the amendment to Article IV, paragraph (10), they received 319 ballots returned from the 569 lot owners in which 301 voted for the amendments and 18 voted in the negative.

NOW THEREFORE, a majority of the owners of lots and dwelling units, whose consent to and execution of this Amendment is on file with the Subdivision and incorporated herein by this reference, hereby amend the Indenture as follows:

1. The undersigned Officers and Directors each hereby covenant and represent that they have full authority to subject such lots to the terms and provisions of this Amendment and the Indenture.
2. Article III, paragraph 2 shall be deleted in its entirety and shall read as follows:

“(2) All assessments made by the Trustee for the purposes hereinabove enumerated, shall be based upon 1966 dollars and may be adjusted for inflation to the current year using the Consumer Price Index inflation



calculator provided by the United States Department of Labor, Bureau of Statistics, and if this index is no longer available, the Trustees should be entitled to utilize an equally recognized index of inflation to adjust the maximum assessment and assessments shall be made in the manner and subject to the following procedure, to-wit:

3. Article III, paragraph (2)(b), shall be deleted in its entirety and shall read as follows:

“(2)(b) Every such assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight percent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot, together with attorneys’ fees, costs of collection and other costs which shall also be the personal obligation of the delinquent lot owner or dwelling unit owner and such lien shall continue in full force and effect until said amount is fully paid. At any time after passage of the resolution levying an assessment and its entry in its minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or dwelling units and cause same to be recorded in the Recorder’s Office in the County of St. Louis, State of Missouri, and the Trustee may, upon payment, cancel or release any one or more lots or dwelling units from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and a recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or dwelling unit affected, and the Trustee shall cause to be noted from time to time in the minutes of its proceedings, the payments made on account of any assessments.”

4. Article IV, paragraph (10), shall be deleted in its entirety and shall read as follows:

“(10) Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages, attorneys’ fees or other costs, which shall be charged to and become a personal obligation of the person or persons violating or attempting to violate any such covenant.”

5. Except as expressly modified herein, the Indenture in all other respects shall remain in full force and effect.
6. This Amendment shall be effective upon its recording in the Office of the Recorder of Deeds of St. Louis County, Missouri.



7. This Amendment may not be challenged one (1) year after the recordation of the Amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Indenture of Trust and Restrictions of Paddock Forest Subdivision Plat 1 as of the date and year first above written.

*[Signature pages follow]*

SIGNATURE PAGE  
TO AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS OF PADDOCK  
FOREST SUBDIVISION PLAT 1

The undersigned Officers and Directors of Paddock Forest Residents Association certify by their execution hereof that a majority of the owners of lots and dwelling units consented to and executed the amendment provisions set forth above.

\_\_\_\_\_  
Theopholis "T" Charles, Director

\_\_\_\_\_  
Gregory S. Porter, President  
and Secretary

\_\_\_\_\_  
Beverly Howard, Director

\_\_\_\_\_  
Carol A. Pauli, Vice President

\_\_\_\_\_  
Jerry R. Eichholz, Treasurer

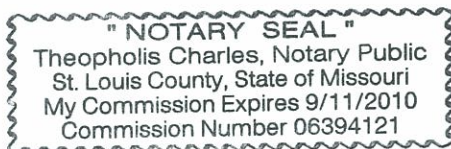
STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF ST. LOUIS    )

I, Theopholis Charles, a Notary Public, do hereby certify that on the 15 day of December, 2008, personally appeared before me **Gregory S. Porter**, declared that he is the **President and Secretary** of Paddock Forest Residents Association and that he signed the foregoing document in said capacity and declared that the statements therein contained are true.

IN WITNESS 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

My Commission Expires:

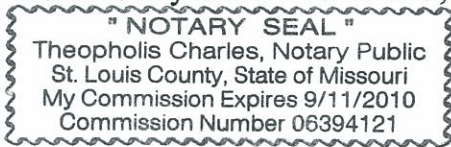




STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF ST. LOUIS    )

I, Theopholis Charles, a Notary Public, do hereby certify that on the 15 day of December, 2008, personally appeared before me **Carol A. Pauli**, declared that she is the **Vice President** of Paddock Forest Residents Association and that she signed the foregoing document in said capacity and declared that the statements therein contained are true.

IN WITNESS 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.



Theopholis Charles  
Notary Public

My Commission Expires:

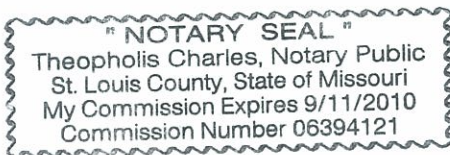
STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF ST. LOUIS    )

I, Theopholis Charles, a Notary Public, do hereby certify that on the 15 day of December, 2008, personally appeared before me **Jerry R. Eichholz**, declared that he is the **Treasurer** of Paddock Forest Residents Association and that he signed the foregoing document in said capacity and declared that the statements therein contained are true.

IN WITNESS 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.

Theopholis Charles  
Notary Public

My Commission Expires:



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

I, \_\_\_\_\_, a Notary Public, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me **Theopholis "T" Charles**, declared that he is the **Director** of Paddock Forest Residents Association and that he signed the foregoing document in said capacity and declared that the statements therein contained are true.

IN WITNESS 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

My Commission Expires:

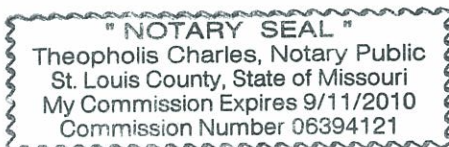
STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF ST. LOUIS    )

I, Theopholis Charles, a Notary Public, do hereby certify that on the 15 day of December, 2008, personally appeared before me **Beverly Howard**, declared that she is the **Director** of Paddock Forest Residents Association and that she signed the foregoing document in said capacity and declared that the statements therein contained are true.

IN WITNESS 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.

*Beverly Howard*  
Notary Public

My Commission Expires:







\* 2009010900329 \*

**JANICE M. HAMMONDS, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF INSTRUMENT <b>AMDT</b>	GRANTOR <b>PADDOCK FOREST RESIDENTS ASSOCIATION</b>	TO	GRANTEE
PROPERTY DESCRIPTION:	<b>PADDOCK FOREST PLAT #1</b>		

Lien Number

Notation

X

Locator

**NOTE:** I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the **DOCUMENT NUMBER**, the **DATE and TIME** of filing for record, and the **BOOK and PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

**RECORDER OF DEEDS DOCUMENT CERTIFICATION**

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

Document Number

00329

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 8 pages, (this page inclusive), was filed for record in my office on the 9 day of January 2009 at 08:19AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

**MY**  
Deputy Recorder



*Janice M. Hammonds*

St. Louis County, Missouri

Mail to:

MAIL-IN RECORDING

Destination code: 18 P

RECORDING FEE 42.00  
(Paid at the time of Recording)



TITLE OF DOCUMENT:	Amendment to the Indenture of Trust and Restrictions of Paddock Forest Subdivision Plat 1 County of St. Louis
ORIGINAL DOCUMENT:	Indenture of Trust and Restrictions of Paddock Forest Subdivision Plat 1 County of St. Louis, Missouri, Recorded at Book 6304 Page 2284, et . seq.
GRANTOR:	Paddock Forest Subdivision Plat 1
GRANTEE:	Paddock Forest Subdivision Plat 1
DATE OF DOCUMENT:	December 15, 2008
RETURN DOCUMENTS TO:	Martin L. Daesch Sandberg, Phoenix & von Gontard One City Centre, 15 <sup>th</sup> Floor 515 N. 6 <sup>th</sup> Street St. Louis, MO 63101