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TITLE OF DOCUMENT: Second Amendment to the Trust Indenture of
Danbury Subdivision

DATE OF DOCUMENT: December 6, 2013

GRANTOR(S): Danbury Subdivision Homeowners Association
Trustees

GRANTOR(S) MAILING ADDRESS: Danbury Subdivision Homeowners
Association Trustees
c/o City & Village Tax Office
#3 Hollenberg Ct.
Bridgeton, MO 63044

GRANTEE(S): Danbury Subdivision Homeowners Association
Trustees

GRANTEE(S) MAILING ADDRESS: Danbury Subdivision Homeowners
Association Trustees
c/o City & Village Tax Office
#3 Hollenberg Ct.
Bridgeton, MO 63044

RETURN DOCUMENTS TO: Sandberg Phoenix & von Gontard P.C.
Attn: Martin L. Daesch, Esq.
600 Washington Avenue, 15th Floor
St. Louis, MO 63101

LEGAL DESCRIPTION: Original Trust Indenture recorded at Book 6571,
Page 1893, et seq. of the St. Louis County Recorder
of Deeds Office.

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designation.

SECOND AMENDMENT TO
THE TRUST INDENTURE OF DANBURY SUBDIVISION

WHEREAS, according to Part C "General Provisions" of the Trust Indenture, which was entered into on July 26, 1971 and recorded in Book 6571, page 1893, et seq. in the Office of the Recorder of Deeds of St. Louis County, Missouri; the Trust Indenture entered into on May 19, 1975 and recorded in Book 6825, Page 1620, et seq. in the Office of the Recorder of Deeds of St. Louis County, Missouri, and Amendment to Trust Indenture entered into on August 7, 2002 and recorded in Book 14038, Page 1956, et seq. in the Office of the Recorder of Deeds of St. Louis County, Missouri (collectively the "*Indenture*"), if the owners of not less than fifty-one (51%) percent in number of all the lots shown on said plats shall vote in favor of any modification, amendment, change, elimination or extension of any one or more of the restrictions against any one or more of the lots, or any part thereof, then the same shall become effective simultaneously with the recording in the Office of the Recorder of Deeds of St. Louis County of a written instrument reciting the action at such meeting and expressing their consent thereto, executed by the owners of not less than fifty-one (51%) percent in number of all the lots shown on said plats, which said instrument shall be acknowledge as may be prescribed by Statute for instruments affecting real estate.

WHEREAS, the Indenture affects and applies to all of that certain real estate located in St. Louis County, Missouri, and legally described as set forth in the Indenture.

WHEREAS, the owners of not less than fifty-one (51%) percent of the lots in Danbury Subdivision have voted in writing to amend the Indenture as set forth herein.

WHEREAS, there are 70 lots in Danbury Subdivision that are eligible to vote such that not less than fifty-one (51%) to pass any amendment requires 36 affirmative approvals/votes.

WHEREAS, that pursuant to a vote that concluded on December 3, 2013 wherein 38 voted for the amendment and 7 voted in the negative regarding the amendment of Section 2(d), the owner(s) of not less than fifty-one (51%) of the lots within the Danbury Subdivision have cast their affirmative ballots and deem it to be in their mutual best interest, and in the best interest of Danbury Subdivision, to further amend the Indenture as hereinafter set forth.

WHEREAS, that pursuant to a vote that concluded on December 3, 2013 wherein 36 voted for the amendment and 10 voted in the negative regarding the amendment of Lease of Lots, the owner(s) of not less than fifty-one (51%) of the lots within the Danbury Subdivision have cast their affirmative ballots and deem it to be in their mutual best interest, and in the best interest of Danbury Subdivision, to further amend the Indenture as hereinafter set forth.

NOW THEREFORE, the undersigned Trustees, representing not less than fifty-one (51%) percent of all of the lot owners of Danbury Subdivision, hereby amend the Indenture as follows:

1. **"Board of Trustees", section 2(d), first paragraph, shall be deleted in its entirety, and shall read as follows:**

"(d) The Trustees shall make and collect annual uniform assessments not to exceed Two Hundred Seventy-Five Dollars (\$275.00) per residence lot in any one calendar year, upon and against the residences and lots as platted in Danbury Subdivision as recorded in the St. Louis County Records for the purpose of maintaining the aforescribed common area as set out in Exhibit A, and the improvements and the appurtenances located thereon and to defray the necessary expenses incident to the performance of their duties and obligations under this Indenture or otherwise to protect and promote the health, safety and general welfare of the lot owners. The assessments hereinabove described shall be made and levied by the Trustees only against the lots upon which residences have been constructed and completed and which are occupied by owners and owner's lessees; if, however, any residences have once been occupied and shall become vacant, the Trustees have the right and authority to continue to levy assessments against such property. Homes owned by C.F. Service, Inc., and unoccupied shall not be levied upon by the Trustees and C.F. Services, Inc. shall not be obligated to pay any assessments unless homes are occupied by lessees. The Trustees shall have the power to make a yearly increase of assessments of not more than Twenty-Five Dollars (\$25.00) in any given year, except that the Trustees may not increase the assessments in consecutive years. Each year, prior to December 1, or as soon thereafter as practicable, the Association shall estimate the total amount necessary to pay the costs of carrying out the Association's duties, together with a reasonable amount which it considers to be necessary as a reserve for any future needs, for contingencies and for replacements and, on or about December 15th of each year, or as soon thereafter as practicable, shall notify the owner of each lot in writing as to the amount of such estimate, with the particulars therein itemized. The estimated cash requirements shall then be uniformly assessed against the owners of the lots."

2. **"Restrictions", shall add a new paragraph titled "Lease of Lots" that shall read as follows:**

"LEASE OF LOTS. The Association deems it to be in the best interests of the entire community as a whole to preserve the Association as a community in which the lots are owner-occupied. The purpose of this provision is to foster owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard property values by restricting non-owner occupants and by restricting future sales of lots to investor-owners after the effective date.

- a. The provisions of this section shall be effective on the day after the recording date of this Amendment ("Effective Date").
- b. As of the Effective Date of this Amendment, no person who holds or acquires title to a lot, regardless of the manner in which title was or may be acquired (including a mortgage holder by foreclosure or deed in lieu) shall lease his/her lot. For the purposes hereof, a lot shall not be deemed leased if it is occupied by siblings or

parents of the record owner or by beneficiary of a family trust if the lot is owned by such trust.

- c. No contract for the purchase of a lot, including contract for deed or a lease/purchase contract shall be exempt from this Amendment even if the acceptance date of said contract is prior to the Effective Date.
 - d. Nothing in this Amendment shall be construed to restrict any current owner who has a lease contract in effect on the Effective Date to lease his/her lot after the Effective Date.
 - e. Upon written application by owner, the Board of Trustees may waive any leasing restriction in this section for a reasonable limited period of time, not to exceed one year, in the event of unforeseen circumstances, hardship, or other good cause, as determined in the sole discretion of the Board of Trustees. The owner of the lot shall submit to the Board of Trustees a copy of the proposed lease and information on the potential tenant. If said lease is approved by the Board of Trustees, only single family tenants will be allowed. There shall be no split tenant leasing, i.e. one room leased to a single family and another room leased to another unrelated tenant.
 - f. No lot may be conveyed pursuant to a time-sharing plan.
 - g. In the event of any violation of this section, the Association shall be entitled to any appropriate relief and remedies under the Indenture, against the owner and/or tenant, including, but not limited to, reasonable fines, termination of lease, eviction of the tenant, and recovery of attorney's fees and costs incurred, at the owner's and/or tenant's expense."
3. In all other respects, the Trust Indenture of Danbury Subdivision shall remain in full force and effect as amended hereby.
4. This Second Amendment shall be effective upon its recording in the official records of the Office of the Recorder of Deeds of St. Louis County, Missouri.
5. This Second Amendment may not be challenged one (1) year after the recordation of the Second Amendment in the office of the Recorder of Deeds of St. Louis County, Missouri.

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IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Trust Indenture of Danbury Subdivision, this 6th day of December, 2013.

By: Brian Cudney
Trustees

By: Thomas Holt
Trustees

By: Paul Merkel
Trustees

ATTESTED TO:

Secretary

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

On this 6 day of December, 2013, before me personally appeared Brian Cudney, Thomas Holt, and Paul Merkel to me personally known, who, being by me duly sworn, did say that they are the Trustees of Danbury Subdivision, and that said instrument was signed and sealed on behalf of Danbury Subdivision, by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of Danbury Subdivision.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

William Sellers
Notary Public

My Commission Expires: 1-9-2015

