

AMENDMENT TO SUBINDENTURE OF TRUST & RESTRICTION  
THE VILLAGES OF BARRINGTON DOWNS  
ST. LOUIS COUNTY, MISSOURI

This amendment is made and executed by J. L. MASON OF MISSOURI, INC., hereafter referred to as ("Mason") to the Subindenture of Trust & Restrictions at The Villates of Barrington Downs, St. Louis County, Missouri, recorded at Book 8274, Page 125 ct seq. of the St. Louis County Records hereinafter referred to as ("Subindenture").

WITNESSETH:

WHEREAS, This Subindenture was made and entered into the 11th day of February, 1988, by and between Mason, Taylor-Morley-Simon, Inc., Clayton Savings & Loan Association, J. R. Mayer Management Company, Barrington Downs Development Corporation, Coppenbarger Homes, Inc., and McBride & Sons Associates, Inc., collectively referred to as ("Grantors"); and Lloyd L. Putts, Steven A. Mullen, Ronald F. Schmitt, John J. Breier, Barry Simon, J. Randall Mayer, Michael E. Whitteaker, Gerald W. Kerr, Carl Lehne, Ted J. Dettmer and Thomas E. Glosier, hereinafter referred to as ("Original Trustees"); and

WHEREAS, circumstances have changed since the recording of the Subindenture; and

WHEREAS, pursuant to Subindenture, Article XI, Section 4, the provisions of the Subindenture may be modified or changed from time to time by Mason by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided that any amendment, modification or change so adopted prior to completion of the development (conveyance of all the Lots and Living Units at retail to the Third Party residential homeowners) shall be reviewed and approved by the Director of Planning of St. Louis County, Missouri; and

WHEREAS, the development has not be completed as of the time of the filing of this Amendment;

NOW, THEREFORE, the Subindenture is hereby amended by Mason as follows:

1. Article V, Section 10, presently reads:

Rules and Regulations. To establish rules and regulations for the operation of the recreational facilities, tennis courts and swimming pool, if the same are provided in Common Property and to employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for such guests.

Shall be deleted in its entirety and the new Article V, Section 10, shall be substituted in lieu thereof:

Rules and Regulations. To adopt reasonable rules and regulations and to require permits, deposits and charges for particular uses of the Common Property, and to revoke same; and to assess reasonable fines and remedies to enforce the same, for the maintenance and conservation of the Common Property, for the health, comfort and welfare of the Lot and Living Unit Owners, and for the market value of the Lots and Living Units all of whom and which shall be subject to such proper rules and regulations and fines. The Trustees may employ personnel to supervise, operate and to enforce the same.

2. Article X, Section 1, Soncond Paragraph which presently reads:

The annual and special assessments together with any interest thereon, costs of collection including reasonable attorney's fees shall be a charge on and a continuing lien against the Lot or Living Unit against which such assessment is made. Each such assessment together with any interest thereon, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot or Living Unit at the time when the

assessment fell due.

Shall be deleted in its entirety and the new Article X, Section 1, Second Paragraph shall be substituted in lieu thereof:

The annual and special assessments together with any late charges and interest thereon, costs of collection, including processing, administrative and reasonable attorneys fees, court costs and paralegal expenses shall be a charge on and a continuing lien against the Lot or Living Unit against which such assessment is made. Each such assessment, together with any Lot charges and interest thereon, costs of collection, including process, administrative and reasonable attorneys fees, court costs and paralegal expenses shall also be the personal obligation of the person who was the Owner at the time of the assessment. Unpaid charges and fines by the Lot and Living Unit Owners shall be collected and enforced under the terms of Article X, Assessments.

3. Article X, Section 3, Third Paragraph presently reads:

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof known or usual post office address of each Owner and deposited in the United States main with postage prepaid, or by posting of a notice of the assessment upon the Lot or Living Unit against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within the thirty (30) days following such due date.

Shall be deleted in its entirety and the new Article X, Section 3, Third Paragraph shall be substituted in lieu thereof:

Each annual assessment shall be levied prior to or during the year for which it is levied, including a schedule of late charges for late payment of assessments, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment and schedule of late charge upon the Lot or Living Unit against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting and shall become delinquent if not paid within the thirty (30) days following such due date. In the event of no notice, then the previous year's assessments and schedule of late fee charges shall remain in full force and effect until a notice has been sent pursuant to the terms of this paragraph.

4. Article X, Section 8, First Paragraph presently reads:

Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time floating rate of prime interest charged by Mercantile Bank National Association to its best and most creditworthy customers from the date of delinquency until date of payment. Such assessment, together with interest, costs of collection and reasonable attorney's fees shall constitute a lien upon the Lot or Living Unit against which it is assessed until the assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri, and enforce such lien. Should an Owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the affected Lot or Living Unit) a release of said lien.

Shall be deleted in its entirety and this new Article X, Section 8, First Paragraph, shall be substituted in lieu thereof:

Interest and Liens. All assessments and installments thereof shall bear interest from the due date until paid, at the rate of twelve percent per annum, or at other rate adopted by the resolution of the Trustees not exceeding the legal limit. If a Lot or Living Unit Owner fails to pay his annual

assessment or installment thereof for thirty (30) days, the Trustees shall charge a late fee in the sum of \$26.00 per month or part thereof or any other amount which the Trustees may adopt from time to time. The Trustees may adopt and enforce such other reasonable charges as appropriate to recovering processing and administrative costs, reasonable attorneys fees, court costs and paralegal expenses. The interest shall be calculated at simple interest and not be compounded and shall not be charged against late fees. Partial payments received by the Trustees shall be applied first to the delinquent assessment due and then to late fee charges, processing and administrative costs, attorneys fees, court costs, paralegal expenses, and interest. Such assessment, together with interest, late charges, costs of collection and processing, administrative costs, reasonable attorneys fees, court costs and paralegal expenses shall constitute a lien upon the Lot or Living Unit against which it is assessed until said costs are fully paid. As assessments become delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and additional charges and cause the same to be recorded in the Recorder's Office of St. Louis County, Missouri, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment and additional charges after the recording of a notice thereof, as herein provided, the Trustees shall cause to be executed and recorded (at the expense of the Owner of the Lot or Living Unit) a release of said lien.

No action to challenge the validity of this Amendment may be brought more than one year after its recordation.

Except as amended hereby, this Subindenture shall remain in full force and effect.

IN WITNESS WHEREOF, Brad Geurin, (Vice)-President of  
J. L. Mason of Missouri, Inc., has duly executed this Amendment to the  
Subindenture this 15 day of November, 1990.

J. L. MASON OF MISSOURI, INC.

Brad A. Geurin  
Vice-President  
SEAL & SIGNATURE

  
Robert M. Williams  
Secretary

APPROVED BY: Robert M. Williams  
Director of Planning,  
St. Louis County

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS )

On this 15 day of November, 1990, before me appeared BRAD GEURIN to me personally known, who, being by me duly sworn, did say that he is the (Vice)-President of J. L. Mason of Missouri, Inc., a corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said BRAD GEURIN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the first and tenth day and year first above written.

MARUCCI J. FAUTH  
Notary Public  
State of Missouri, St. Louis County  
My Commission Expires 1992

Box 8899 PAGE 1174



DANIEL T. O'LEARY  
 RECORDER OF DEEDS  
 ST. LOUIS COUNTY MISSOURI  
 41 SOUTH CENTRAL • CLAYTON, MO 63105

B.J. McMahon, Jr.  
 Director of Revenue



RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI TO

RECORDED 13 JAN 21

ST. LOUIS COUNTY, MO.

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

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly mounted in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

*Daniel T. O'Leary*  
 Recorder of Deeds  
 St. Louis County, Missouri

By *[Signature]*  
 Deputy Recorder



BOOK 8899 PAGE 1175

- \_\_\_ N. P.
- \_\_\_ N. P. C.
- \_\_\_ N. N. C.
- \_\_\_ N. N. I.

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POSTAGE \$ \_\_\_\_\_

RECORDING  
 FEES

DOCUMENT'S 17  
 STATE USER \$ 4.00

RECORDED AT THE  
 ST. LOUIS COUNTY OFFICE  
 FILED 17

000107 1.2.196

18 Division Case

Notation

TOTAL \$ 21