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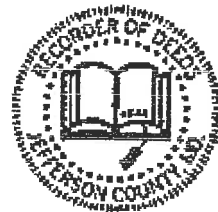
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PAGES 4

REC FEE: 33.50

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TITLE OF DOCUMENT: *Amendment to the Indenture of Trust and
Restrictions of Antire Valley Subdivision*
DATE OF DOCUMENT: *June 10, 2018*

GRANTOR(S): *Antire Valley*

GRANTEE(S): *Antire Valley*

*

STATUTORY MAILING ADDRESS(S): *Timothy R Klos
1468 Brookside Dr
High Ridge Mo 63049*

LEGAL DESCRIPTION:

P079-0026

REFERENCE BOOK AND PAGE(S):

713 & 745

168 & 264

452 & 368

AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS OF ANTIRE VALLEY SUBDIVISION

This Amendment of the Indenture of Trust and Restrictions of Antire Valley (formerly known as Antire Springs) Subdivision (hereinafter referred to as "the Indenture") dated March 17, 1982, recorded in Book 113 at Pages 745 of the Jefferson, County, Missouri, records, and amended previously on February 14, 1986, recorded in Book 168 pages 264 through 268 of the Jefferson County, Missouri, records, and on or about March 29, 1990, recorded in Book 452 pages 368 through 371 of the Jefferson County, Missouri, records, is made this 10th day of June, 2018, by and between the Lot Owners of Antire Valley Subdivision ("Owners") and the Trustees of Antire Valley Subdivision ("Trustees").

WHEREAS, the Indenture may be amended, from time to time, as provided in Article VI, Paragraph 14 thereof by two-thirds (2/3) of the Owners then in good standing voting by proxy ballot or in attendance at a meeting called by the Trustees; and

WHEREAS, such two-thirds majority of the Owners currently in good standing voting by proxy ballot or in attendance at a meeting called by the Trustees desire to amend and modify the Indentures in the respects set forth below and have submitted their written consents and acknowledgment of the same to the Trustees; and

NOW THEREFORE, and in consideration of the proper number of written consents received by the Trustees from a two-thirds (2/3) majority of the Owners currently in good standing voting by proxy ballot or in attendance at a meeting called by the Trustees, the Indenture is hereby amended as follows:

FIRST: Article V, Paragraph 2 is hereby removed in its entirety and the following Article V, Paragraph 2 is inserted in lieu thereof:

2) All assessments shall bear interest at the rate of eight percent (8%) per annum from the date of delinquency (but shall not be collected if such assessment is paid within 30 days after said due date), and such assessment together with interest, costs of collection and attorney's fees, as hereinafter provided, shall constitute a lien upon the property against which it is assessed until the amount, together with interest, costs of collection and recording, costs of releasing any liens, attorney's fees, and other reasonable charges, is paid in full. As an 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 Jefferson County, Missouri. Such assessment shall be enforced in the same manner as provided by law for the enforcement of special tax liens against real estate. Should an Owner pay an assessment after the recording of such instrument, the Trustee shall release said lien by executing, acknowledging and recording, at the sole expense of the Owner of the property affected, a release of such lien.

Interest, Costs and Attorney's Fees for Non-Payment of Assessments. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate of eight percent (8%) per annum, and the Trustees, or the collection agent designated by the Trustees, may bring any action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the Petition in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment at the higher of the rate provided above and the rate provided by the applicable Missouri statute, and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

The recording of this declaration shall be notice of the lien for unpaid assessments hereunder, but the Trustees may cause a specific notice of any delinquent assessment to be recorded if they deem such to be advantageous for the collection thereof.

Subordination of the Lien to Mortgages. The lien of any assessments provided for herein levied subsequent to a mortgage shall be subordinate to the lien of such mortgage (which term also includes a Deed of Trust), provided, however that such subordination shall apply only to the assessments which have become due and payable prior to the sale of any such Lot by a Trustee under a Deed of Trust pursuant to the decree of foreclosure on any such mortgage or prior to a deed of conveyance of such Lot given by the mortgagor in lieu of foreclosure. Such sale, or deed of conveyance in lieu of foreclosure, shall relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment, nor from the lien of any such assessment becoming due before the granting of such mortgage.

IN WITNESS WHEREOF, the Trustees have caused this Amendment of the Indenture for Antire Valley Subdivision to be executed on this 10th day of June, 2018.



Timothy R. Kloss Trustee



NICHOLAS F. KUNTZ, Trustee



Todd Marvin Speer, Trustee

State of Missouri

County of Jefferson

On this 10th day of June, 2018, before me, Michael H. Pitman, a Notary Public in and for said state, appeared TOAD MARWSPHER NICHOLAS FRANCOIS KONTE TIMOTHY RUSSELL KLOZ, to me personally known, who, being duly sworn, did say that they are the duly elected Trustees of Antire Valley Subdivision and that they signed this Amendment to the Indenture of Trust and Restrictions of Antire Valley Subdivision by authority of a two-thirds (2/3) majority of the record Owners currently in good standing voting by proxy ballot or in attendance at a meeting called by the Trustees, and that this is a free act and deed of the Subdivision and themselves as Trustees of said Subdivision.

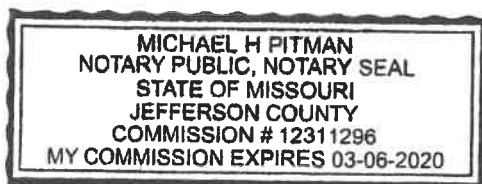
In witness WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Subscribed and sworn to before me this 10th day of June in the year 2018.

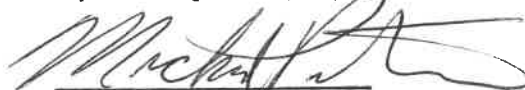


Notary Public

My Term Expires:



I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement. •



Notary Public Signature